



MAKHADO LOCAL MUNICIPALITY

REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET

BID NO. 06 of 2022

TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FACSIMILE	
TENDER AMOUNT	
COMPLETION PERIOD	

CLOSING DATE: 18 FEBRUARY 2022 @ 12:00PM

EMPLOYER:

Makhado Local Municipality
Private Bag X2596
Makhado
0920

Tel no: +27 (0) 15 519 3000
Fax no: +27 (0) 516 1195

EMPLOYER'S AGENT:



39 Grobler Street, Polokwane, 0699
Tel no: +27 (0)15 291 4065
Fax no: +27 (0)15 291 4043
email: mail@muteo.co.za

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

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MAKHADO LOCAL MUNICIPALITY

DJUNANI STREET

BID NO: 06 of 2022

REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET

PART T1 : TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data



MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 • 83 Krogh Street, Louis Trichardt • Private Bag X2596 Makhado 0920

TENDER NOTICE

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All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from **27 January 2022 at non-refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
01 of 2022	Development of Dzanani park Phase 2 (Installation of Outdoor Gym, Playing equipment and swimming pool)	CIDB Grading 04 CE or higher	Acting Director Technical Services: Mr MG Raleshuku or Ms. L Thulare at Tel: 015 519 3000	File No. 8/3/2/1857 Notice No. 01/2022	11 February 2022 at 12:00pm
02 of 2022	Refurbishment of Waterval Regional Office	CIDB Grading 05GB or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare at Tel: 015 519 3000	File No. 8/3/2/1858 Notice No. 02 /2022	11 February 2022 at 12:00pm
03 of 2022	Construction of fence at Madombidzha Graveyard	CIDB Grading 02SQ or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare at Tel: 015 519 3000	File No. 8/3/2/1859 Notice No. 03 /2022	11 February 2022 at 12:00pm
04 of 2022	Construction of fence at Maelula Graveyard	CIDB Grading 02SQ or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare at Tel: 015 519 3000	File No. 8/3/2/1860 Notice No. 04/2022	11 February 2022 at 12:00pm
05 of 2022	Waterval Cemetery Road (Regravelling)	CIDB Grading 04 CE or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare at Tel: 015 519 3000	File No. 8/3/2/1861 Notice No. 05/2022	18 February 2022 at 12:00pm
06 of 2022	Rehabilitation of Streets in waterval : Djunani Street	CIDB Grading 04 CE or higher	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare at Tel: 015 519 3000	File No. 8/3/2/1862 Notice No. 06 /2022	18 February 2022 at 12:00pm
07 of 2022	Appointment of a service provider/consultants to render assignment for internal audit unit for Makhado municipality for the period of three (03) years	<ul style="list-style-type: none"> Be a member with IRBA Certificate (attach certified copy) Be a member with SAICA (attach certified copy) Attach three year audited financial statement (only those that are required by the law) 	Manager internal auditors: Mr. A Kgopa at Tel 015 519 3000	File No. 8/3/2/1863 Notice No. 07/2022	25 February 2022 at 12:00pm
08 of 2022	Cellphones and tablets contract package for the period of twenty four (24) months		Acting Chief Financial Officer: Mr NG Raliphada or Mrs L Murashiwa at Tel 0155193000	File No. 8/3/2/1864 Notice No. 08/2022	25 February 2022 at 12:00pm

NB: NO COMPULSORY BRIEFING MEETING FOR THE ABOVE MENTIONED BIDS

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated on **80/20 preference points with functionality**.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents e.g. CK
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database report.

NB:

- Service provider must submit their certified BBBEE verification certificate from verification agency accredited by South African National Accreditation system (SANAS) or sworn affidavit.
- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau at tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
ACTING MUNICIPAL MANAGER

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state^{1*}.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

(a) The exemption contained in sub clause (i) is subject to the following conditions:

1. Municipalities and municipal entities must require all bidders bidding for an award to disclose their bids –

(i) In the case of a bidder who is a natural person, whether that bidder serves on the Board of Directors of
any municipal entity, and if so –

(a) Whether that person serves as an executive or non-executive of the Board; and

(b) the name of the relevant municipal entity;

2. In the case of a bidder which is not a natural person, whether any director, Manager, principal shareholder
or stakeholder of that bidder serves on the Board of Directors of any municipal

entity, and if so –

- (a) Whether that person serves as an executive or non-executive of the Board; and the name of the relevant municipal entity;
- (b) A disclosure in terms of paragraph (i.) by the successful bidder must be placed on website of the municipality or municipal entity making the award; and
- (c) the notes to the financial statements of a municipality or municipal entity must disclose particulars of any award to a person by that municipality or municipal entity which would have been prohibited in terms of regulation 44 if it were not for the exemption contained in subclause (i).

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

3.7.1 If so, furnish particulars.

.....
.....

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

3.8.1 If so, furnish particulars

.....
.....

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

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are any spouse, child or parent of the company's directors, Managers, principle shareholders or stakeholders in service Of the state? YES/NO

3.10.1 If so, furnish particulars.

.....

3.11. Does any of the company's directors, managers, principle
Shareholders serve as an executive or non-executive member
On the board of Municipality /municipal entity. YES/NO

3.12.1. If so furnish particulars of municipality/municipal entity.

.....

CERTIFICATION

I, THE UNDERSIGNED

(NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for 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 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- 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 last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

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
- ☐ 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-BBE 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

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

T1.2 : TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement.

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

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

F.1.1 The employer is : **Makhado Local Municipality**
Private Bag X2596
Makhado
0920
Tel: (015) 519 3000
Fax: (015) 516 1195

F.1.2 The tender documents issued by the employer comprise:

PART T1 : TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

PART T2 : RETURNABLE DOCUMENTS

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

C1.3: Form of Guarantee (Pro Forma)

C1.4: Safety Agreement

PART C2 : PRICING DATA

C2.1: Pricing Data

C2.2: Schedule of Prices

C2.3: Dayworks Schedule

PART C3 : SCOPE OF WORKS

C3: Scope of Work

C3.1: Description of the Works

C3.2: Engineering

C3.3: Procurement

C3.4: Construction

C3.5: Management

C3.6: Annexes

PART C4 : SITE INFORMATION

F.1.4 The Employer's agent is:

Name: Muteo Consulting

Address: 39 Grobler Street, Polokwane

Tel: (015) 291 4065

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5CE or higher** class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **5CE or higher** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5CE or higher** class of construction work.

F.2.7 **There will be NO compulsory clarification meeting**

Location: N/A

Date: N/A

Starting time: N/A

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

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

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

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

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

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

Location of tender box: Entrance Foyer, Makhado Local Municipality

Physical address: Civic Centre, No.83 Krogh Street, Makhado

Identification Details: Tender No. 06 of 2022: REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET; Closing Date: 18 February 2022; Closing Time: 12:00

Postal Address: Private Bag X2596 Makhado, 0920

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

F.2.15 The closing time for submission of tender offers is: **12:00** hours on **18 February 2022**.

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

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

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

F.2.19 Access shall be provided for inspections, test and analysis by prior arrangement with the Employer or Engineer.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.

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

F3.4 The time and location for opening of the tender offers are:

Time **12:05** on **18 February 2022**

Location: **Makhado Local Municipality, Council Chamber, Ground Floor, Civic Centre ,No.83 Krogh Street**

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

The financial offer will be scored using the following formula 2 (Option 1) where the value of W_1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R500 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R500 000.

Tenderers are advised to study the Supply Chain Management Policy Document of MLM (available from MLM) when completing the Schedules

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F.3.13.1 Tender offers will only be accepted if:

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

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

ANNEX: STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$ P_m	$A = P / P_m$

2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
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where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Tender Offers will only be accepted on condition that:

- (a) the tender offer is signed by a person authorised to sign on behalf of the tenderer;
- (b) a valid original Tax Clearance Certificate is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2003 as well as the Tenderer's health and safety plan, in included with his tender submission;
- (d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (e) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (g) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;
- (h) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice tot his effect;
- (i) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (j) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - (a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;

- (b) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
- (c) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;
- (d) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
- (e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
- (f) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

T2.1 : LIST OF RETURNABLE DOCUMENTS

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

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

Schedule : 1A	Authority for Signatory*
Schedule : 1B	Compulsory Enterprise Questionnaire*
Schedule : 1C	Declaration affidavit
Schedule : 1D	Proposed amendments and qualifications
Schedule : 1E	Proposed Subcontractors
Schedule : 1F	Plant and Equipment
Schedule : 1G	Schedule of work satisfactorily carried out by tenderer
Schedule : 1H	Personnel Schedule
Schedule : 1I	Declaration regarding fulfillment of construction regulations, 2003
Schedule : 1J	Estimated monthly cashflow
Schedule : 1K	Financial rating
Schedule : 1L	Evaluation Criteria

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule : 2A	Municipal Levy Payments
Schedule : 2B	CIDB Registration
Schedule : 2C	Tax Clearance Certificate
Schedule : 2D	Documents of Incorporation
Schedule : 2E	Certificate of Attendance at Clarification Meeting
Schedule : 2F	Preliminary Health and Safety Plan

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

Schedule : 3A	Record of Addenda
Schedule : 3B	Preferencing Schedule (direct preferences) / Preferencing Schedule (Contract participation goal)

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 : Form of Offer and Acceptance*
- C1.2 : Contract Data (Part 2)*
- C1.3 : Form of guarantee
- C1.4 : Occupational Health and Safety Agreement
- C2.2 : Daywork Schedule
- C2.3 : Schedule of Price

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 1A: AUTHORITY FOR SIGNATORY

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

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

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the board
(copy attached) taken on 20..., Mr/Ms
 acting in the capacity of, was authorized to sign all documents in
 connection with this tender for contract and any contract resulting from it on behalf of the
 company.

As witnesses :

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms,
 acting in the capacity ofto sign all documents in connection
 with the tender for Contract.....and any contract resulting from it on our
 behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby 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 for Contract and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. Signature : Sole owner :
2. Date :

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

MAKHADO LOCAL MUNICIPALITY

REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET

BID NO: XXXX

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or

has been within the last 12 months been in the service of any of the following:

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

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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SCHEDULE 1C: DECLARATION AFFIDAVIT & TENDER CATEGORIES

NOT APPLICABLE

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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SCHEDULE 1D: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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SCHEDULE 1E: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

Signed

Date

Name

Position

Tenderer

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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SCHEDULE 1F : SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

**SCHEDULE 1G: SCHEDULE OF WORK SATISFACTORILY
CARRIED OUT BY THE TENDERER**

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

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

Signed

Date

Name

Position

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 1H: PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Road Construction Specialist		
Paving blocks layers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

**SCHEDULE 1I: DECLARATION CONCERNING FULFILMENT OF
THE CONSTRUCTION REGULATIONS, 2003**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 1J: ESTIMATED MONTHLY CASH-FLOW

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

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

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

Signed

Date

Name

Position

Tenderer

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 1K: FINANCIAL RATING

DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank:
- c) Town/city/suburb where bank is situated:
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

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

DATE:

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 1L: EVALUATION CRITERIA

The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Although functionality does not form part of the final tender points scoring for award purpose, tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.

The second stage of the evaluation will be based on Price (80) and preference points for B-BBEE status level of contribution (20).

Detailed points scoring for functionality are as follows:

COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE

TABLE A1: REPUTATION AND REFERENCES

TARGETED GOALS Name reference with contact details (Previous 3 yrs, Projects involving Road)		Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	10		
2	Project 2	10		
3	Project 3	10		
4	Project 4	10		
Sub-Total: Reputation and References		40		

NOTE: The tender should attach appointment letters and completion certificates as a proof for having completed such project. Points for each project will be allocated as follows:

9CE: 10 points
8CE: 8 points
7CE: 6 points
6CE: 5 points
5CE: 4 points

TABLE A2: FINANCIAL REFERENCES

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
Sub-Total: Financial References		10		

TABLE A3: EXPERIENCE AND QUALIFICATION OF KEY STAFF**Table A3.1 Experience**

TARGETED GOALS		Points Allocation	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: 10 years in Road Projects	>10 yrs=5 6-9 yrs=3 3-5 yrs=2 1-2yrs=1		
2	Site Agent: 8 years in Road Projects	>8 yrs=5 5-7 yrs=3 3-4 yrs=2 1-2yrs=1		
3	Foreman 5 years in Road Projects	>5 yrs=3 4 yrs=1.5 3 yrs=1 1-2yrs=0.5		
4	Health and Safety Officer 5 years of experience as OHS in Civil Engineering Construction	>5 yrs=2 4 yrs=1 3 yrs=0.5 1-2yrs=0.25		
Sub-Total: Experience		15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

Table A3.2 Qualifications

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: Civil Engineering or construction management	BSc = 5 B-Tech /PrCPM = 5 ND = 3 N6 = 2 Any Cert= 1		
2	Site Agent: Civil Engineering or construction management or project management (Must have at least NQF 5)	BSc/B-Tech = 5 ND = 4 NQF 5/7 = 3 N6 = 2 Any Cert= 1		
3	Foreman	ND = 3 NQF 7 =2 N6 = 2 N3= 1.5 NQF5= 1.5 NQF 4= 1 NQF 3= 0.5		
4	Health and Safety Officer 5 years of experience as OHS in Road projects	ND = 2 Cert = 0.5		
Sub-Total: Qualifications		15		

CV's and Certified Qualifications should be attached.

TABLE A4: PLANT AND EQUIPMENT

TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1. Grader: No (1)	3		
2. TLB: No (1)	2		
3. Excavators: No (1)	5		
4. Water Cart: No (2) (10 000 litre)	2		
5. 10 m ³ Tipper Trucks: No (5)	5		
6. Vibratory Roller 12 ton:No (1)	1		
7. Pad Foot Roller 8 ton: No (1)	1		
8. LDV: No (2)	1		
Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants (**For hiring, tenderers will only receive 50% of the full points for Plant and Equipment**).

TABLE A5: SUMMARY

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE COMPANY: TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE 3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

Minimum functionality requirements of seventy percent (70%) or 70 points required for further evaluation.

The 80/20-point scoring system will be used on second stage of evaluation.

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

DATE:

MAKHADO LOCAL MUNICIPALITY

**REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET PROJECT REF
BID NO: 06 of 2022**

SCHEDULE 2A: PROOF OF PAYMENT FOR MUNICIPAL RATES AD TAXES

The tenderer must attach to this page Municipal Rates and Taxes for the Director's and for the Company which should be not older than 3 months from the closing date of this tender

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 2B: CIDB REGISTRATION

The tenderer must attach to this page, a copy of the certificate of Contractor Registration issued by the Construction Industry Development Board.

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 2C: TAX CLEARANCE CERTIFICATE

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

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET

BID NO: 06 of 2022

SCHEDULE 2D: DOCUMENTS OF INCORPORATION

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

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 2F: PRELIMINARY HEALTH AND SAFETY PLAN

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

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

SCHEDULE 3B: PREFERENCING SCHEDULE (DIRECT PREFERENCE)

1 Definitions

The following definitions shall apply to this schedule:

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

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI / youth equity ownership by an HDI / Youth will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person);
- ; and.
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI / Youth members, be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

- a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or
- b) who is a female; or
- c) who has a disability:

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

joint venture: a grouping of two or more contractors who jointly and severally undertake to perform a construction works contract.

managed: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing the operations of the business.

owner: A person who has all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

Registered contractor: a contractor registered with the Construction Industry Development Board in a contractor grading designation appropriate to the works.

SMME: A sole trader, partnership or legal entity, including co-operative enterprises and non-governmental organisations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried out in any sector or sub sector of the economy mentioned in column 1 of the Schedule and which can be classified as a micro - a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule

Schedule

Column 1	Column 2	Column 3	Column 4	Column 5
SECTOR OR SUB-SECTORS IN ACCORDANCE WITH THE STANDARD INDUSTRIAL CLASSIFICATION	SIZE OR CLASS	TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES LESS THAN	TOTAL ANNUAL TURNOVER LESS THAN	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED) LESS THAN
Construction	Medium	200	R26,00 m	R5,00 m
	Small	50	R 6,00 m	R1,00 m
	Very small	20	R 3,00 m	R0,50 m
	Micro	5	R 0,20 m	R0,10 m

Youth: A South African citizen who is between the age of 18 and 35 at the time that tenders close.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the contract price, unless such contracting is undertaken in terms of a preference claimed.
- 2) maintain a HDI / Youth /women / disabled equity ownership of not less than that upon which the preference is based for the duration of the Contract, or in the case of a joint venture, ensure that the percentage of the contract value managed or executed by HDI's / youth / women / disabled is not less than that upon which the preference is based;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete sections 4 to 7 below as relevant;
- 5) enter into written subcontract agreements in accordance with the provisions of the Construction Industry Development Board's Best Practice Guideline D1: Subcontracting Arrangements; and
- 6) complete the Declaration with regard to Equity Ownership contained in section 5 below.
- 7) provide proof of registration for regional levies if a preference is claimed for being registered in the Capricorn District Municipal Boundaries.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of HDI / women/ disabled enterprise status or structure of the tendering entity

Number of preference points = $\text{NOP} \times \text{EP} / 100$

NOP = maximum tender evaluation points provided for equity ownership

EP = the percentage of equity ownership within the business enterprise or, in the case of a joint venture, the

percentage of the contract value managed or executed by their equity members.

I/we apply on behalf of my/our firm for a preference based on:

Non-joint ventures

HDI equity ownership percentage of%

Women equity ownership percentage of%

Disabled equity ownership percentage of%

Youth equity ownership percentage of%

Joint Ventures

the percentage of the contract value managed or executed by their HDI members of%

the percentage of the contract value managed or executed by their Women members of%

the percentage of the contract value managed or executed by their Disabled members of%

the percentage of the contract value managed or executed by their youth members of%

5 Tender preferences claimed

I/we apply on behalf of my/our firm for the following preference:

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
Having HDI equity ownership as set out in 4 above	40%	
Having Women equity ownership as set out in 4 above	10%	
Having Disabled equity ownership as set out in 4 above	20%	
Having Youth equity ownership as set out in 4 above	20%	
Locality of tenderer	10%	

(REFER TO TABLE A1-A6 UNDER SUPPLY CHAIN MANAGEMENT POLICY; SCHEDULE 3B)

6 Declaration with regard to equity ownership

6.1 How long has the Company been in existence ?

6.2 Describe principal business activities:

.....

6.3 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	Status				ID number	Date RSA Citizenship obtained	Percentage owned
	woman	HDI	Youth	Disability			

6.4 In the case of a person with a disability:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

7 SMME criteria

Provide the following information:

TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL ANNUAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)

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

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax :

Date :

MAKHADO LOCAL MUNICIPALITY
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BID NO: 06 of 2022

PART C1: AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee (Pro Forma as per specific contract)**

MAKHADO LOCAL MUNICIPALITY
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C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET_BID NO: 06 of 2022

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

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

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

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

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

Signature(s)

Name(s)

Capacity

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

Name and signature
of witness Date

2. ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject

Details

2. Subject
Details
3. Subject
Details
4. Subject
Details
5. Subject
Details

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

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

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C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

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

The variations to the General Conditions of Contract are:

4.5.2 Replace the term "Safety" with "Occupational Health and Safety"

49.6.1 Replace the term "Bank" with "Bank or Insurance Company"
to
4.9.6.3

55.1.8 Replace sub-clause with:

The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

The additional clauses to the General Conditions of Contract are:

42 Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

X

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as

stated in the Site Information.

For purposes of the Contract N_n , R_n , X and Y shall have those values assigned to them in the Appendix and/or the Specification.

If V is negative and its absolute value exceeds N_n , then V shall be taken as equal to minus N_n .

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n .

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor $(R_w - R_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-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.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.
- (j)

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work—

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8 Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave

and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is

required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (f) pay the employer or any other person for having been employed.

16 Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a

replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

C1.2 : CONTRACT DATA (PART 1)

PART 1 : DATA PROVIDED BY THE EMPLOYER

- 1.1.14** The name of the employer is: Makhado Local Municipality
- 1.2.2** The address of the employer is:
Telephone: 015 519 3000
Facsimile: 015 516 1195
Address (physical): Makhado Local Municipality, Civic Centre, Cnr Krogh & Erasmus Streets, Makhado
Address (postal): Private Bag X2596, Makhado, 0920
- 1.1.15** The name of the engineer is: Muteo Consulting
- 1.2.2** The address of the engineer is:
Telephone: 015 291 4065
Email: mail@muteo.co.za
Address: 39 Grobler Street, Polokwane, 0699
- 1.4** The governing law is the law of the Republic of South Africa
- 1.6 and 38** The special non-working days are public holidays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16th December and the 1st Monday of the subsequence year.
- 7** The time to deliver the deed of Guarantee is 14 days of the commencement date
- 7** The Form of Guarantee is to contain the wording of the document included in C1.3.
- 7** The liability for the guarantee shall be until 10% of the tender price.
- 10** The contractor shall commence executing the works within **14 days** of the commencement date
- 12.2** The contractor shall deliver his programme of work within **14 days** of the commencement date.
- 35.1.1.2.2** The value of materials supplied by the employer to be included in the insurance amount is R0-00
- 35.1.2.3** The amount to cover professional fees for the repairing damage and loss to be included in the insurance sum is R0-00
- 35.1.3** The limit of indemnity for the liability insurance required is equal to the contact sum
- 35.1.4** No additional insurance is required

- 42.1** The work shall be completed within 6 months exclusive of year end break.
- 43.1** The penalty for failing to complete the works is 0,1% of the contract amount per calendar day
- 46.2** Contract Price Adjustment Schedule is not applicable
- 46.3** Price adjustment for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
- 49.1.5** The percentage advance on materials not yet built into the Permanent Works is 80%
- 49.3** The percentage retention on the amount due to the Contractor is 10%
- 49.3** The limit of retention money is 5% of the Contract Price.
- 49.6** A retention Money Guarantee is not permitted
- 53.1** The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
- 58.2** Dispute resolution is to be by means of adjudication
- 58.4** Disputes are to be referred for final settlement to arbitration

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.18	The Contractor is the												
1.2.2	<p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: Facsimile:</p> <p>E-mail :</p> <p>Address (Postal) : Address (Physical) :</p> <p>.....</p> <p>.....</p>												
42.1	<p>The Works shall be completed in weeks</p> <p><i>[State the total number of days, weeks, months or years which must include the special non-working days and the year end break].</i></p>												
46.3	<p>The variation in cost of special materials is :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 30%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
.....											
.....											
.....											

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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C1.3 : FORM OF GUARANTEE

Contract No. 06 of 2022

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

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

.....
at

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

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

NOW THEREFORE WE,

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of

.....(R.....)

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Duly authorized to sign on behalf of

Address

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

C1.4 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

MAKHADO LOCAL MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by _____

in his capacity as _____

of the Municipality, he being duly authorised thereto

and

(hereinafter referred to as the Mandatary)

herein represented by _____

in his capacity as _____

of the Mandatary, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatary entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatary undertook to carry out the following work for the Municipality , viz. (give a short description of the type of contract work to be done as well as the address where work will be done).

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1.WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatary.

2.ACKNOWLEDGEMENT BY THE MANDATARY

The mandatary acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3.UNdertaking BY MANDATARY

- (a) The Mandatary hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatary, nor to exempt the Mandatary from his obligation in accordance with the Act and the said regulations

4.PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Polokwane Municipality is compulsory.
- (e) The Mandatary shall ensure that the statutory requirements are complied with at all times.

5.FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed before hand the Mandatary shall provide enough tools and equipment to enable him to complete the Works and the Mandatary shall provide all storerooms, offices and eating halls that he may need. The Mandatary will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatary is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatary shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.RESTRICTION TO WORKPLACE

Employees of the Mandatary shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.SUBCONTRACTORS

The Mandatary shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatary or a subcontractor when there is a non compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or subcontractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12.FIRST AID

Where five or more persons are employed at a workplace, the Mandatary shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13.FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.COMPLETION OF WORK

Before the mandatary or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15.SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16.BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatary, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatary damages for the default or breach and the cancellation.

The senior employees of the Mandatary shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

18.CONFIDENTIALLY

The Mandatary shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorised use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatary without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost.

19.INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatary:

- (a) The Mandatary is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatary or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatary
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21 JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATARY

Name (Mandatary): _____

C.E.O. (Section 16(1)): _____

ID NO: _____

Designation: _____

Name of Business: _____

Address of Business

Tel number (h)_____ (w)_____ e-mail _____

Number of employees employed: _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated: _____

Thus done and signed on this _____ day of _____ 20_____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATARY

Thus done and signed on this _____ day of _____ 20_____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATARY

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

PART C2 : PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Daywork Schedule**
- C2.3 Schedule of Prices**

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

C2.1 : PRICING INSTRUCTIONS

- 1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.

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

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

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

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

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

MAKHADO LOCAL MUNICIPALITY
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C2.2: DAYWORK SCHEDULE

C2.3.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 37.2 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

C2.3.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015. The extra allowance applicable on labour costs listed below, is stated in the Contract Data and must not be included in this list.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork, and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semiskilled labour	hour	
Concrete handler	hour	
Ganger	hour	
Foreman/Section leader	hour	
Brick layer	hour	
Plumber	hour	

C2.3.3 EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

DESCRIPTION	UNIT	RATE
1. Excavators	hour hour hour hour	
2. Bulldozers	hour hour hour hour	
3. Graders	hour hour hour hour	
4. Scrapers	hour hour hour hour	
5. Front-end loaders	hour hour hour hour	
6. Rollers	hour hour hour hour	
7. Pneumatic tyre rollers	hour hour hour hour	
8. Small rollers	hour hour	
9. Trucks (m ³ specified)	hour	

DESCRIPTION	UNIT	RATE
.....	hour hour hour	
10. Water truck (litres specified)	hour hour hour hour hour	
11. Tractor and trailer	hour hour hour hour hour	
12. "Shaunee" tractor	hour hour hour hour hour	
13. Crane truck (tons specified)	hour hour hour hour hour	
14. Compressor	hour hour hour hour hour	
15. Concrete mixer (litres specified)	hour hour hour hour hour	
16. "Dumper" (m ³ specified)	hour hour hour hour hour	
17. Water pumps 75 mm 100 mm 150 mm	hour hour hour	

DESCRIPTION		UNIT	RATE
18. Compactors (Plate)	hour	
	.....	hour
	.....	hour
	.....	hour
	.....	hour
19. Other equipment	hour	
	.....	hour
	.....	hour
	.....	hour
	.....	hour

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
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C2.3: BILLS OF QUANTITIES

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Provision for a Community Liaison Officer				
	(a) Provisional Sum for the payment of the Community Liaison Officer (R6000.00 per month)	Prov Sum	-		R 36 000.00
	(b) Handling costs and profit in respect of subitem B12.01(a)	%	R 36 000.00		
B12.02	Provision for cost of attending Steering Committee meetings				
	(a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings	Prov Sum	-		R 9 000.00
	(b) Handling costs and profit in respect of subitem B12.02(a)	%	R 9 000.00		
B12.03	Provisions for borrow-pits				
	(a) Mine Health & Safety obligations	Month	6.00		
	(b) Special information signs	PC Sum			R 4 500.00
	(c) Provision of security guards	PC Sum			R 12 000.00
	(d) Handling cost and profit in respect of sub-item B12.03(b) and (c)	%	R 16 500.00		
B12.04	Dealing with services				
	(a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum	-		R 60 000.00
	(d) Handling cost and profit in respect of sub-item B12.04(a)	%	R 60 000.00		
B12.05	Contract information board	No	2.00		
TOTAL SECTION 1200 CARRIED TO SUMMARY					

**SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET**

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	-		
	(c) Time-related obligations	month	6		
TOTAL SECTION 1300 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accomodation:				
	(a) Offices (interior floor space only)	m ²	15		
	(e) Ablution units	m ²	1		
14.02	Office and laboratory furniture				
	(a) Chairs	No	10		
	(d) Desks, complete with drawers and locks	No	1		
	(f) Conference tables	No	2		
14.03	Offices and laboratory fittings, installations and equipment:				
	(b) Prime cost items and items measured in lump sum				
14.08	Services				
	The provision of water, electricity, low pressure gas, sewage, septic tank, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in Clause 1404, including the construction and maintenance of access roads. footpath. etc:				
	(a) Services at offices and laboratories				
	(i) Fixed Costs	Lump Sum	1		
	(ii) Running Costs	Month	6		
14.10	Provision of photostat facilities	Month	6		
TOTAL SECTION 1500 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	ACCOMMODATION OF TRAFFIC				
15.01	Accommodation of traffic and maintaining temporary deviations	km	1.5		
15.02	Earthworks for temporary deviations				
	(a) Shaping of temporary deviations	km	1.5		
B15.03	Temporary traffic-control facilities				
	(a) Flagment	man-day	176		
	(b) Portable STOP and GO-RY signs	No	2		Rate Only
	(e) Road signs, R- and TR-series (1200mm)	No	4		Rate Only
	(f) Road signs, TW-series				
	(i) 1200mm	No	2		
	(ii) 200mmx800mm	No	2		
	(iii) 2400mmx400mm	No	2		
	(g) Roads signs, STW, DTG, TGS and TG series (excluding delineators and barricades)	m ²	6		
	(h) Delineators (DTG50J)				
	(i) Single	No	20		
	(ii) Mounted back to Back	No	20		
	(i) Movable barricade road sign combination	No	2		
	(j) Traffic cones (750mm high)	No	80		
B15.15	Penalty to be deducted for non-compliance with requirements for traffic accommodation				
	(a) Fixed penalty per occurrence	No	-		Rate Only
	(b) Time related penalty	hr	-		Rate Only
TOTAL SECTION 1500 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 1600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1.0 (ordinary overhaul)	m ³ -km	7850		
TOTAL SECTION 1600 CARRIED TO SUMMARY					

**SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET**

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	CLEARING AND GRUBBING				
17.01	Clearing and grubbing:				
	(a) Normal areas:				
	(i) Within the road reserve	ha	0.065		
	(ii) In borrow-pits	ha	2.0		
B17.06	Removal of boulders adjacent to tops of cuts	m ³	500		
TOTAL SECTION 1700 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	DAYWORKS				
B18.01	Labourers:				
	(i) Unskilled	hr	300		Rate Only
	(ii) Semi-skilled	hr	200		Rate Only
	(iii) Skilled	hr	100		Rate Only
B18.02	Foreman	hr	100		Rate Only
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	hr	25		Rate Only
	(ii) 5,1 - 10 ton	hr	25		Rate Only
B18.04	Loader (0,5m³)	hr	25		Rate Only
B18.05	Grader (CAT 140G or similar)	hr	25		Rate Only
B18.06	LDV	hr	25		Rate Only
B18.07	Compaction Rollers:				
	(i) Vibrator roller	hr	25		Rate Only
	(ii) Tamping roller	hr	25		Rate Only
	(iii) Grid roller	hr	25		Rate Only
B18.08	Hand Controlled Compactors				
	(i) Pedestrian roller (Bomag BW90 or similar)	hr	30		Rate Only
	(ii) Vibratory plate	hr	30		Rate Only
	(iii) Rammers	hr	30		Rate Only
B18.09	Water truck (min 10 000 ℓ)	hr	25		Rate Only
B18.10	Dozer (D7 or similar)	hr	10		Rate Only
TOTAL SECTION 1800 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	DRAINS				
21.01	Excavation for open drains: (a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5	m ³	1170		
	(ii) Exceeding 1.5m and up to 3.0m	m ³	234		
21.02	Excavation for subsurface drains: (a) Excavating soft material situated within the				
	(i) 0m up to 1.5	m ³	1560		
	(ii) Exceeding 1.5m and up to 3.0m	m ³	312		
21.03	Class 75 D x 300mm Diameter pipes	m	1300		
21.04	Precast Kerb Inlets	No.	26		
TOTAL SECTION 2100 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	PREFABRICATED CULVERTS				
22.01	Excavating:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1.5 m	m ³	600		
	(ii) Exceeding 1.5 m and up to 3.0 m	m ³	120		
22.02	Backfilling:				
	(a) Using the excavated material	m ³	720		
22.03	Concrete pipe culvert:				
	(a) On Concrete casing				
	(i) Class 75 D pipes				
	(1) 450mm diameter	m	15		Rate Only
	(2) 600mm diameter	m	40		
22.07	Concrete in-situ concrete and formwork				
	(b) In floor slabs for portal and rectangular culverts including formwork, joints, U2 surface finish:				
	(i) Class 25/19 concrete	m ³	24		
22.18	Brickwork				
	(a) 115 mm thick	m ²	25		Rate Only
	(b) 230 mm thick	m ²	25		
TOTAL SECTION 2200 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	BORROW MATERIALS				
31.01	Removal of excess overburden:				
	(a) Depth up to and including 0,5m	m³	6240		
	(b) Depth exceeding 0,5m and up to 1,0m	m³	1248		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	1.0		
	(c) Soft material	ha	1.5		
31.04	Compensation to landowners:				
	(a) Prime cost for compensation to landowners	PC Sum			R 80 000.00
	(b) Handling cost and profit in respect of sub-item B31.04(a) above	%	R 80 000.00		
TOTAL SECTION 3100 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	MASS EARTHWORKS				
B33.01	Milling and Comapcting insitu mateiral				
	(a) Material in compacted layer thicknesses of 200mm and less :				
	(ii) Compacted to 93% of modified AASHTO density	m ³	1560		
33.04	Cut to stockpile, including free-haul up to 0,5 km				
	(a) Soft material	m ³	3120		
	(b) Intermediate material	m ³	1248		
	(c) Hard material	m ³	312		
33.05	Overbreak in hard and boulder class A excavation	m ²	156		
33.10	Roadbed preparation and the compaction of material				
	(a) Compaction to 90% of modified AASHTO density	m ³	1560		
33.11	Three roller passes				
	(a) Vibratory roller	m ²	23400		
TOTAL SECTION 3300 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from some of the material taken from cut or borrow, including free-haul				
	(c) G6 subbase compacted to :				
	(ii) 150mm layer thickness to 95% of modified AASHTO density	m ³	2028		
	(f) G5 base compacted to :				
	(ii) 150mm layer thickness to 98% of modified AASHTO density	m ³	2028		
	(g) shoulders compacted to:				
	(i) 150mm layer thickness to 93% of modified AASHTO density	m ³	600		
TOTAL SECTION 3400 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 4400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4400	PAVING				
B44.01	Supply and place 80 mm thick type Class 35 S-A concrete Interlocking paving blocks (strength in line with SANS 1058 specifications) including preparation of ground or filling, etc .	m ²	7800		
	Allow for cutting of concrete blocks	m	1300		
	Supply and place 25 mm bedding sand under the paving blocks .	m ³	195		
TOTAL SECTION 4400 CARRIED TO SUMMARY					

**SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET**

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	CONCRETE KERBS				
51.05	Fig 8c Kerb 300 mm base x 200 mm back x 100 mm front x 1000 mm long including concrete haunching with minimum compressive strength of 25MPa at 28 days	m	2600		
51.05	Kerb and Channel 1000 mm long including concrete haunching	m	780		
TOTAL SECTION 5100 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt or in diamond grade retro-reflective material, where the sign board is constructed from: (e) Aluminium sheet regulatory warning and information signs (i) Area not exceeding 2m ²	m ²	6		
56.03	Road sign supports (overhead road sign structures excluded): (b) Timber 150mm thickness (Mint Road CCA Treated)	m	12		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	3.84		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	3.84		Rate only
TOTAL SECTION 5600 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	1.3		
	(d) White lettering and symbols	m ²	100		
57.04	Variations in rate of application:				
	(a) White paint	ℓ	300		
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	1.3		
57.07	Re-establishing the paint unit				
	(i) At interval during contract period	No	1		
TOTAL SECTION 5700 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve: (b) Single carriageway road	km	1.3		
TOTAL SECTION 5900 CARRIED TO SUMMARY					

SCHEDULE A : ROADWORKS
REHABILITATION OF DJUNANI STREET

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the engineer				
	(a) Other special tests requested by the engineer	Prov Sum	-		R 60 000.00
	(b) Handling cost and profit in respect of sub-item B81.02(a)	%	R 60 000		
TOTAL SECTION 8100 CARRIED TO SUMMARY					

**SCHEDULE B: OHS ACT OBLIGATIONS
REHABILITATION OF DJUNANI STREET**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1	OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS				
C1.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum	-		
C1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	6		
C1.3	Submission of the Health and Safety File	Lump Sum	-		
TOTAL SCHEDULE B CARRIED TO SUMMARY					

**SCHEDULE C: PROVISION OF STRUCTURED TRAINING
REHABILITATION OF DJUNANI STREET**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C2	STRUCTURED TRAINING				
C2.1	Provision for accredited training				
	(a) Generic Skills	Prov Sum	-		55 000.00
	(b) Entrepreneurial Skills	Prov Sum	-		50 000.00
	(c) Handling cost and profit in respect of sub-item C2.1(a) and (b) above	%	105 000		
	(d) Training venue (Only if required)	Lump Sum	-		
TOTAL SCHEDULE D CARRIED TO SUMMARY					

REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET - 06 of 2022

SUMMARY OF BILL OF QUANTITIES

SCHEDULE A : ROADWORKS		
SECTION	DESCRIPTION	AMOUNT
1200	General requirements and provisions	R
1300	Contractor's establishment on site and general obligations	R
1400	Housing, office and laboratories for the engineer's personnel	R
1500	Accommodation of traffic	R
1600	Overhaul	R
1700	Clearing and grubbing	R
1800	Dayworks	R
2100	Drains	R
2200	Prefabricated culverts	R
3100	Borrow materials	R
3300	Mass earthworks	R
3400	Pavement layers of gravel materials	R
3500	Stabilization	R
4400	Paving Blocks Surfacing	R
5100	Kerbs	R
5600	Road signs	R
5700	Road markings	R
5900	Finishing the road and road reserve and treating old roads	R
8100	Testing materials and workmanship	R
	TOTAL SCHEDULE A	R

C2.4 CALCULATION OF TENDER SUM

TOTAL SCHEDULE A : ROADWORKS	R
TOTAL SCHEDULE B: OHS ACT OBLIGATIONS	R
TOTAL SCHEDULE C: PROVISION FOR STRUCTURED TRAINING	R
TENDER (CONTRACT) SUM	R
1) CONTRACT PRICE ADJUSTMENT	R
2) CONTINGENCIES (5%) This amount is under the sole control of the employer) and also makes provision for variations on special materials.	R
.....	
SUBTOTAL	R
ADD : 15% VAT	R
TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE	R

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

PART C3: SCOPE OF WORKS

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

PART C3: SCOPE OF WORK

C3.1 Description of Works

C3.2 Engineering

C3.3 Procurement

C3.4 CONSTRUCTION

C3.5 MANAGEMENT

C3.6 PROJECT SPECIFICATIONS

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

C3.1 DESCRIPTION OF WORKS

C3.1.1 General Description of the project

Djunani street is an asphalt surfaced road and it is currently serving as a main street around the area. It has a total distance of 1.00 kilometer and a width of 6.00 meters.

C3.1.1 Employer's Objectives

The employer's objectives are to deliver public infrastructure to the community of Watervaal.

C3.1.2 Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthwork's activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.1.3 Extent of Works

The scope of work comprise of the following:

- Site Establishment
- Ripping existing asphalt layer and Base ,milling and utilising the same as a new roadbed
- Rip and recompact subbase to 90% MOD AASHTO to create roadbed
- Place 150 mm subbase
- Place 150mm base
- Place 25mm bedding sand
- Place 80mm interlocking paving blocks
- Construction of stormwater structures

C3.1.4 Location of the Works

Province	:	Limpopo
District Municipality	:	Vhembe District Municipality
Local Municipality	:	Makhado Local Municipality

C3.1.5 Temporary Works

All temporary works for concrete works, deep excavations, shoring and camp site, must be removed and cleared from site after completion to adherence to environmental protection.

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

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.

C3.1.6.2 Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

A27 Payment for the labour-intensive component of the works

Payment for works identified in clause 3.1.3 "the Extent of the Project" in the Project Specifications as being labour-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.

A28 Applicable labour laws

The Ministerial Determination for Extended Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

A29 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on a Extended Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

A29.2 In this document –

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;

- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

A30 Terms of Work

A30.1 Workers on a EPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.

A30.2 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work

A31.1 An employer may not set tasks or hours of work that require a worker to work—

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

A31.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

A32 Meal Breaks

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An employer and worker may agree on longer meal breaks.

A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

A33 Special Conditions for Security Guards

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

A34 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

A35 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

A37 Sick Leave

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

A37.7 An employer must pay a worker sick pay on the worker's usual payday.

A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

A38 Maternity Leave

A38.1 A worker may take up to four consecutive months' unpaid maternity leave.

A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A38.5 A worker may begin maternity leave –

(a) four weeks before the expected date of birth; or

(b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

A3 Family responsibility leave

A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

(a) when the employee's child is born;

(b) when the employee's child is sick;

(c) in the event of a death of –

(i) the employee's spouse or life partner;

(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

A40 Statement of Conditions

A40.1 An employer must give a worker a statement containing the following details at the start of employment –

(a) the employer's name and address and the name of the EPWP;

(b) the tasks or job that the worker is to perform; and

(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(d) the worker's rate of pay and how this is to be calculated;

(e) the training that the worker will receive during the EPWP.

A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records

A41.1 Every employer must keep a written record of at least the following –

(a) the worker's name and position;

- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

A41.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

A42 Payment

A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

A42.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions

A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

A43.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

A44 Health and Safety

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must–

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

A45 Compensation for Injuries and Diseases

A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.

A45.3 The employer must report the accident or disease to the Compensation Commissioner.

A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A46 Termination

A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A47 Certificate of Service

A47.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;

- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

A48 Contractor's default in payment to Labourers and Employees

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

A49 Provision of Handtools

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

A50 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

C3.2 ENGINEERING

C3.2.1 Design

- (a) The **Engineer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Engineer's Design

- (a) Detail description of Works
- (b) General Works

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedures.

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

C3.3.2 Scope of work

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of the General Conditions of Contract (Third Edition) 2015

The Employer together with the Engineer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C3.4 CONSTRUCTION

C3.4.1 Works specifications

C3.4.1.1 Applicable SANS standardized Specifications

The applicable standardized specifications for Contract shall be the following:

SANS A	-	General
SANS AB	-	Engineers office
SANS C	-	Site Clearance
SANS DB	-	Earthworks (pipe Trenches)
SANS DK	-	Earthworks (gabions and pitching)
SANS G	-	Concrete (structural)
SANS L	-	Medium pressure pipelines
SANS LB	-	Bedding (pipes)

Variations to SANS 1200 standardized specifications are given in an annexure to this C3 in this document. The following Particular Specifications are relevant to this Contract.

SANS A	-	General
SANS AB	-	Engineers office
SANS C	-	Site Clearance
SANS DB	-	Earthworks (pipe Trenches)
SANS DK	-	Earthworks (gabions and pitching)
SANS G	-	Concrete (structural)
SANS L	-	Medium pressure pipelines
SANS LB	-	Bedding (pipes)

3.3.1 Plant and Materials

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the SANS mark.

3.3.2 Construction Equipment

The contractor's equipment for construction shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Engineer be out of opinion that the equipment in use is in any way unsuitable for carrying out the in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment .

3.3.3 Existing Services

3.3.3.1 Care of Existing Services

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the contractor shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services

The contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General Payment items.

In addition, if the proposed new services crosses underneath overhead power lines

Belonging to Eskom as well as underground pipelines and communication cables Belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations

Work executed within the road reserve of provincial or local road shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagman and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure. Special care must be taken so as not to disturb the functioning of the existing facilities.

3.4.4.2 Connection to Existing services

Prior to connection of new service to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Engineer, in writing, to inspect such work. Only upon written approval of the Engineer, may connections to existing services made

3.4.4.3 Contractor to Notify Relevant Authority and the Engineer of Damaged Service

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in Writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the engineer and authority. The contractor will be held responsible for paying all costs incurred by the service owner or himself as result of each incident where the relevant service was clearly identified before hand

3.4.5 Site Establishment

3.4.5.1 Services and facilities provided by the employer

a) Water

Potable water for human consumption is available at site. Although the supply is reasonably dependable, the supply cannot guarantee.

Potable water is to be used sparingly at all times.

b) Electricity /power supply

Electricity is available on site. The Employer cannot guarantee that electricity will be available at all times.

The Contractor shall be responsible for making his own arrangements to connect to the water, electric power and other services that he may require for construction purposes.

The costs of making such arrangements, for meeting the condition imposed and for the metered consumption shall be paid by the Contractor, and his tender will be held to include for all such requirements throughout the duration of the Contract. All water including that used for testing will be charged for at the prevailing tariffs

3.4.5.2 Facilities Provided by the Contractor

The Contractor will be required to make his own arrangements for the provision of a suitable construction camp, offices and workshop. He shall be responsible for all negotiation with the relevant authorities, and he shall comply with all requirements imposed by those authorities. Suitable sites available within the municipal area will be pointed out during the site inspection

Should the Contractor require additional storage sites outside of the municipal areas he will be responsible for making his own arrangements at his own cost for such offices.

The facility shall be properly fenced around the perimeter. Temporary buildings and fencing are to be neat and presentable, and the surrounding areas must be at all times be kept in a neat, clean and orderly condition. The costs associated with the provision of these items shall be borne by the Contractor. The Contractor will be required to remove all facilities and restore the site to its original condition on completion of works.

3.4.5.3 Other Facilities and Services

- Latrine and Ablution Facilities

It will be required of the contractor to provide temporary toilets and ablution facilities for his staff for the currency of the contract, to the standards laid down by the Authorities.

- Housing of Contractor's staff

The Contractor shall make his own arrangements for the housing of his Supervisory staff.

- Security

The Contractor will be responsible for providing adequate security for the works and for the site establishment . All costs associated with the provision of watchmen shall be borne by the contractor.

3.4.5.4 Name Boards

The Contractor shall provide for the installation of one name board. The size, design and contents shall be as indicated on the detail drawing.

The name board(s) shall be removed upon completion of the works.

3.4.6 Site Usage

The Employer expects the contractor, his staff or agents to maintain good public Relations with landowners, other contractors and members of the public at all time.

Access to the site will be arranged by the Employer with the contractor.
The

Contractor shall submit a list of all his staff to the Employer for the purpose of
access control.

3.4.7 Permits and Way Leaves

No way leaves are required on the project. The Contractor's staff will require

Access permits to enter the site.

3.4.8 Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor shall verify all levels, alignment and dimensions of existing structures or components thereof prior to the commencement of any work to determine the compatibility with the proposed works. The Contractor shall notify the Employer's Agent of any discrepancies.

3.4.9 Water for Construction Purpose

No water for construction purpose is available on site. The contractor shall make provision for procuring, transporting and storing of water for construction purpose at his own cost.

3.4.10 Survey Control and setting out of the Works

3.4.10.1 Survey control

1. Geometric Control

The Benchmark Control and topographical survey for the works has been established. The Contractor is to check the Benchmarks and existing levels prior to construction and bring any discrepancies to the attention of the engineer

2. Preservation and Replacement of Beacons and Pegs

The contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Engineer shall be replaced by a Registered Land Surveyor at the expense of the Contractor

Any errors in construction levels or position resulting from use of disturbed benchmarks shall be made good by the contractor at his expense

3.4.10.2 Setting out the Works

1. Setting out

The Contractor shall set out the works in relation to original points. Lines and levels of reference specified in the contract Data or notified by the Engineer. The Contractor shall be responsible for the positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works

2. Construction Tolerance Control

The Contractor will be required to issue to the Engineer in writing certification of Construction accuracy at each of the following phases, before continuing with the next phase of Construction:

- a) setting out of works
- ii) Centre-line positions and levels to top of concrete pads footings/bases
- iii) Centrelines to top of testing ground layers and final pavement layers

The Contractor shall only continue with the next phase of construction when directed by Engineer in writing.

Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial or other measures will be issued by the Engineer. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Engineer.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

C3.5 MANAGEMENT

3.5.1 Planning and Programming

The Contractor shall supply within the period stated in the contract Data a suitable and realistic construction programme, cash flow diagram, and critical path diagram for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution during each week and the anticipated cash-flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The programme shall take provision for the accommodation of other contractor's requirements. It will be required from the contractor to liaise with other contractors to ensure continuous co-ordination and execution of the scheduled work.

3.5.2 Recording of weather

3.5.3 The Contractor shall provide and install a rain gauge on site and shall record rainfall data in the site diary. A site diary will be issued to the Contractor.

3.5.4 Health and Safety

3.5.3.1 Health and Safety Requirements

The Occupational health and Safety Act, Act 85 of 1993 shall apply to this contract.

The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

3.5.3.2 Protection of the Public

As the above entails working in an already developed area where services are provided to the general public special attention must be paid to the following aspects:

- a) No blasting or working with percussion tools will be allowed unless prior written approval from the Engineer and local authorities is obtained.
- b) Safety of the public must be of prime importance and the outmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
- c) Movement of construction equipment must be controlled on site at all times.

3.5.5 Particular / generic specifications

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

3.5.6 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the

employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

The following template for the record purposes of rainfall should be used:

	<u>Month 1</u>	<u>Month 2</u>	<u>Month 3</u>	<u>Month 4</u>	<u>Month 5</u>	<u>Month 6</u>	<u>Month 7</u>
1							
2							
3							
4							
5							
6							
7							
8							
9							

And then summarised accordingly for each month:

<u>Month</u>	<u>Rainfall (mm)</u>	<u>Rainfall Days</u>	<u>Place Recorded</u>
Total			

3.5.7 Unauthorised persons

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

3.5.8 Management meetings

A progress meeting termed Site Meeting will be held within monthly intervals. The Contractor shall provide a venue and adequate seating for all members of the Project team i.e. The Client, The Engineer, the Ward Councillor, the Local Municipality's representative, members of the community's steering committee, the CLO, the Safety officer, any other stakeholders (e.g. Private Enterprise, Mentors etc) and key members of the Contractors staff. Site inspection meetings termed Technical Meetings will also be held within monthly intervals and is approximately held midway between Site Meetings. The Contractor shall in terms of the Health and Safety Regulations hold safety

meeting weekly. The Minutes of the Safety meeting shall be submitted to the Engineer at every Site Meeting

3.5.9 Forms for contract administration

The Contractor shall submit to the Engineer at every Site Meeting or by the 24th of every month the following schedules:

- 5.6.1 Labour Return Schedule (These forms are available electronically)
- 5.6.2 Plant Schedule
- 5.6.3 Copies of the Minutes of the Safety Meetings
- 5.6.4 Copies of the Site Diary Recordings
- 5.6.5 An updated Construction Programme

3.5.10 Electronic payments

The Contractor shall include on the Tax Invoice submitted with all payment claims the following banking details:

- Account Holder
- Bank Name
- Account Number
- Bank Branch Code
- Bank Branch Name
- Type of Account
- Employer's VAT Number
- Original signed invoices by the authorised signatory

The Employer is not under any obligation to transfer the Contractors payment electronically.

3.5.11 Daily records

The Contractor is to keep accurate daily records of the following items on an A4 Book in duplicate:

- Date
 - Weather conditions (include rainfall mm and time recorded if applicable)
 - Safety Measures (include signage installed, barriers, all measures undertaken with the time checked)
 - Plant used
 - Activities/ Production
 - Labour used (differentiate between local and non-local)
 - Problems or difficulties experienced
 - Information request or if follow was made (include dates and times of correspondence)
- Training (if or when it is applicable)

3.5.12 Payment certificates

The Contractor shall submit the following information together with all claims to be verified and certified by the Engineer for payment by the Engineer:

- A detailed calculation sheet for all measurable items in accordance with the payment criteria relevant to that item.
- A complete schedule of quantities drawn up by the Contractor indicating all claims i.e. previous, present and accumulative with the total applicable to the accumulative quantities.
- A comprehensive Summary Page indicating all previous payments, retentions, escalation totals, penalties, discounts, guarantee deductions, material claimed, other costs (e.g. acceleration), value added tax, subtotals and totals.
- Escalation CPA indices were applicable.
- Proof of payment for all Preliminary Sums (e.g. CLO, Training, Daywork items etc)
- Proof of material including delivery notes for all material claimed as material on site)
- An draft copy of the Tax Invoice

The Contractor shall ensure that the projected cashflow allows 48 hours for the processing of payment certificates by the Engineer. The Contractor has to receive written acceptance from the Engineer on behalf of himself and the Client if more than one payment certificated is permitted monthly.

3.5.13 Permits

The Contractor's staff is not required by have security or entrance permits to enter the site.

3.5.14 Proof of compliance with the law

- 3.5.11.1 Basic Conditions of Employment Act 1997
- 3.5.11.2 Occupation Health and Safety Act

3.5.15 Annexes

A complete book of drawings is issued with this Tender Document. The Tenderers must ensure that they have received a full set of drawings and must return the set of drawings with the Tender

C3.6 PROJECT SPECIFICATIONS

C3.6.1 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS AND PARTICULAR ADDITIONAL SPECIFICATION.

PSA GENERAL

PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA3 PLANT (Clause 4.3)

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA4 TESTING (Clause 7)

PSA4.1 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexure to the Specifications.

PSA4.2 The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their

disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.

PSA4.3 The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

PSA5 INSTRUCTIONS BY THE ENGINEER

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA6 SITE MEETINGS

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held at maximum monthly intervals to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

PSA7 PAYMENT (Clause 8.2)

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in Section 4.4C of Volume 1.

Upon agreement by the Engineer's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat, typed

form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

PSA8 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA8.1 Contingencies

A Provisional Sum has been included in Schedule 2 for contingencies. No percentage markup will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of Clause 40 of the Conditions of Contract.

PSA8.2 Materials for Dayworks

A Provisional Sum has been included in Schedule 2 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

PSA8.4 Contract Price Adjustment

A Provisional Sum shall be included for Contract Price Adjustment in the Summary of Schedules to make provision for contract price adjustment in terms of Clause 49(2) of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage markup will be applicable to any payments made in this regard.

PSA 9 PRIME COST ITEMS (Clause 8.6)

PSA9.1 Artisan and Skills Training

A Prime Cost Item has been included in Schedule 2 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA9.3 Telephone Calls and Rental

A Prime Cost Item has been included in Schedule 2 for telephone calls and facsimile transmissions as well as rental and maintenance associated with the telephone(s) to be supplied to the Engineer's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based on call and rental costs but excluding any deposits and installation costs which shall be priced under the preliminary and general items. In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA9.4 Salary for Labour Desk Officer

A Prime Cost Item has been included in Schedule 2 for a salary to be paid to the Labour Desk Officer. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the salary to be paid. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA9.5 Accommodation for the Engineer's Representative

A Prime Cost Item has been included in Schedule 2 for accommodation and/or office rental and service costs for existing off-site facilities for the Engineer's Representative(s) for the duration of the Contract.

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 48(2) of the Conditions of Contract.

PSA10 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA11 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

An approved extension of time, other than for abnormal weather conditions, will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 40 of the General Conditions of Contract.

PSAB ENGINEER'S OFFICE

PSAB1 NAME BOARDS (Clause 3.1)

One name board conforming to the standard requirements of the South African Association of Consulting Engineers and as shown in the book of drawings volume.2, must be provided and erected at places to be designated by the Engineer during the duration of the Contract for this purpose.

PSAB2 OFFICE BUILDING (Clause 3.2)

An office facility for the exclusive use of the Engineer's Representative will not be required. However, the office space and furniture made available by the Contractor as part of his site facilities shall be adequate for the shared use by himself and the Engineer's Representative.

PSAB3 TELEPHONE (Clause 5.4)

One cellular telephone of an approved type shall be provided for the exclusive use of the Engineer's Representative for the duration of the Contract.

The Contractor shall make all arrangements necessary for the provision of the cell phone and shall pay all necessary deposits and installation costs that may be applicable. A prime cost item has been allowed in Schedule 2 to cover all call and rental costs that are associated with the provision of this facility for the Engineer's Representative.

PSC SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Subclauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of as may be ordered by the Engineer. Trees and stumps necessarily removed shall not be burnt unless authorized by the Engineer but shall be cut and stacked at areas designated by the Engineer.

PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)

Only areas necessary for the construction of the Works will be cleared and grubbed.

PSD4 ACCOMMODATION OF TRAFFIC (Subclause 5.1.6)

Traffic must be accommodated along public roads whilst construction takes place. The Contractor shall make provision to ensure the safe passage of traffic using the road whilst construction is taking place, and to ensure that any disruption to traffic is kept to a minimum by undertaking half width construction or by providing save detours, all as instructed by the Engineer. All detours shall be constructed, and signs shall be erected and maintained in accordance with the latest issue of Road Signs Note 13 as issued by CSRA and CUTA.

The Contractor shall tender a lump sum against Payment Item 5.1.1 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades, the erection and re-erection of existing and/or temporary traffic signs, lights and flagmen for the guarding and protection of the Works, and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

END OF SECTION

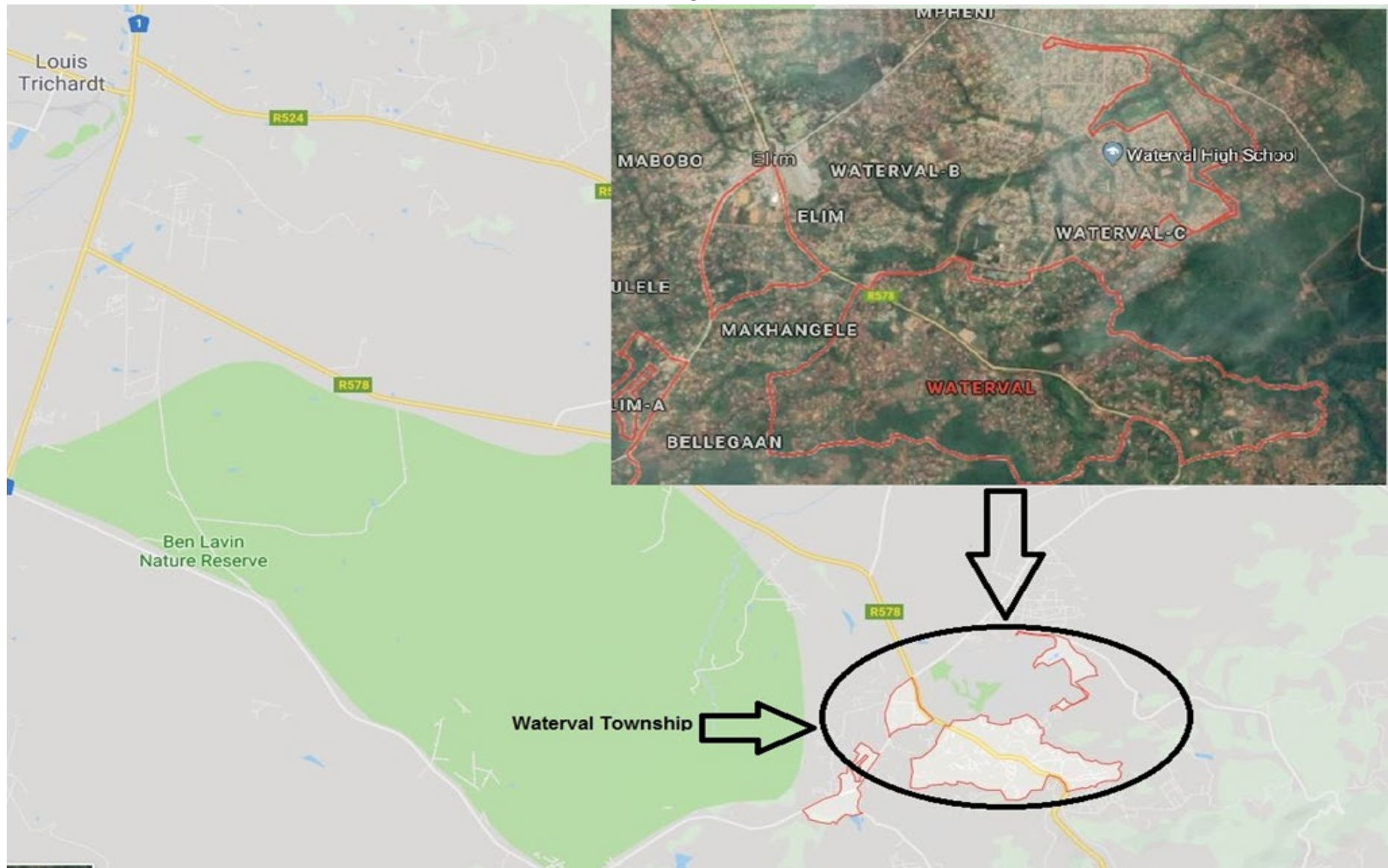
MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET
BID NO: 06 of 2022

PART C4 : SITE INFORMATION

- **LOCALITY MAP**
- **DRAWINGS**

MAKHADO LOCAL MUNICIPALITY
REHABILITATION OF STREETS IN WATERVAL: DJUNANI STREET

BID NO: XXXX





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