



**MAKHADO LOCAL MUNICIPALITY  
 CONTRACT NUMBER: 49 OF 2022  
 TENDER DOCUMENT**

**CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

<b>PREPARED BY:</b>	<b>PREPARED FOR:</b>
DIKGABO CONSULTING ENGINEERS P O BOX 1365 GALLO MANOR 2052  Office Tel: (011) 656 4075 Office Fax: (086) 550 7497	MAKHADO LOCAL MUNICIPALITY P/BAG X 2596 MAKHADO 0920  Tel: (015) 519 3000 Fax: (015) 516 1195

**NAME OF BIDDER (BIDDING ENTITY)**

(FULL NAME, i.e. (cc, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)

: .....

**TEL NUMBER**

: .....

**FAX NUMBER**

: .....

**E-MAIL**

: .....

**CELL**

: .....

**CIDB (CRS) NO.**

: .....

**THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:**

**R..... (In figures)**



**EXPANDED PUBLIC WORKS PROGRAMME**



**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. Proof of good standing in relation to taxes with SARS (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out without initialling next to the amended rates or information, writing over or painting out rates affecting the evaluation of the bid.
5. Tenders shall not tamper with a document or disfigure it with pen or pencil marks or by any other means.
6. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
7. There will be no compulsory briefing.
8. The Bid has not been properly signed by a party having the authority to do so, according to the example of “Authority for Signatory”
9. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
10. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of B-BBEE, is not attached, the bid will not be disqualified but no preference points will be awarded.
11. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
12. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
13. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
14. Non Submittal of proof of municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. In absentia of the above then lease agreements must be provided as a proof.
15. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
16. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) Who is in the service of the state, or;
  - (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

**BIDDER:**

Initial: Authorized signatory/ies: .....

Witness: .....

**MAKHADO LOCAL MUNICIPALITY:**

Initial: .....



**Contract Number: 49 of 2022**  
**Construction of fence at Tshikuwi Graveyard**

- 
17. Failure to provide:
    - (a) Written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable); or
    - (b) Written proof of **application** to the CIDB **for registration** as a contractor in an appropriate designation (category), as required in the bid documentation (if applicable).
  18. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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.
  19. Bid offers will be rejected if the bidder has abused the MAKHADO LOCAL MUNICIPALITY's Supply Chain Management System.
  20. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
  21. Form of offer not completed and signed by the authorised signatory.
  22. Not signing all pages on the tender document.
  23. Proof of Purchase of the tender document must be attached; failure to do that will lead to disqualification

**NOTE:**

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, MAKHADO LOCAL MUNICIPALITY.
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



Contract Number: 49 of 2022  
Construction of fence at Tshikuwi Graveyard

**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD.

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY: .....  
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

CONTRACT PRICE : R .....  
(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: .....

DATE: .....

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

**BIDDER:**

Initial: Authorized signatory/ies: .....

Witness: .....

**MAKHADO LOCAL MUNICIPALITY:**

Initial: .....



**Contract Number: 49 of 2022**  
**Construction of fence at Tshikuwi Graveyard**

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**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



## **CONTRACT NO: 49 OF 2022**

CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD.

## **TENDERING PROCEDURES**

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....

**Witness:** .....



**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD.**

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**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD.**

**PART T1 BIDDING PROCEDURES**

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

**BIDDER:**  
**Initial:** Authority signatory/ies: .....

**Witness:**





**T1.1 BID NOTICE AND INVITATION TO BID**



**MAKHADO LOCAL MUNICIPALITY**

**INVITATION TO CONTRACTORS**

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum 02SQ or higher** and are in good standing with the South African Revenue Services for the Construction of Fence at Tshikuwi Graveyard.

Tender documents will only be available from **Wednesday, 10 August 2022** and may be obtained from Makhado Local Municipality Procurement Office No. B043 during working hours 08h00 to 04h00 (Monday to Friday), upon payment of a non-refundable fee of **R 600.00 per document**. Only cash or bank guaranteed cheques will be accepted and cheques are to be made payable to Makhado Local Municipality. No tender documents will be sold beyond these dates.

**NB: NO COMPULSARY BRIEFING FOR THIS BID WILL BE CONDUCTED**

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked as indicated 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 **12H00 on Friday, 26 August 2022** when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No. 83 Krogh Street, Makhado. No Fax or Late tenders will be accepted. Tenders will be evaluated on a 80/20 point system in terms of Makhado Local Municipality’s Supply Chain Management Policy in line with Preferential Procurement Framework Act 5 of 2000.

*All technical enquiries can be directed to Acting Director Technical Services Mr MG Raleshuku or Ms. L Thulare at (015) 519 3000, during office hours while procurement enquiries should be directed to Ms. P Mudau (015) 519 3044/3024*

**MR. KM NEMANAME  
ACTING MUNICIPAL MANAGER**

**BIDDER:**  
Initial: Authority signatory/ies: .....

**Witness:**



# MAKHADO LOCAL MUNICIPALITY

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

## TENDER NOTICE

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 10 August 2022 at non-refundable amount of R900.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Centre, Makhado or can be downloaded from e-tender portal for free <https://tenders.treasury.gov.za/content/advertised-tender> or [www.makhado.gov.za](http://www.makhado.gov.za).

BID NO.	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
42 of 2022	Provision of Health Care Risk Waste (HCRW) collection and Treatment services for the period of three (03) years	80/20 preferential points	16 August 2022 at 10:00 at Council Chamber, Ground floor, Civic Centre, No 83 Krogh Street, Makhado	<ul style="list-style-type: none"> <li>Attach certified copy of Authorization certificate for the service provider to handle and transport Health Care Risk Waste (HCRW).</li> <li>Attach agreement letter from the Health Care Risk Waste treatment (Incinerator) Facility that the appointed service provider will bring Health Care Risk Waste (HCRW) for disposal.</li> <li>Attach certified copy of certificate of an authorization vehicle to be used to transport Health Care Risk Waste from the Municipal building to the point of treatment / incineration.</li> <li>Attach at least two (02) previously successfully projects with contract value (attach appointments with completion certificates or referrals)</li> </ul>	Acting director community services: Mr. J. Lukhele or Mr NP Nkwahulu at 0155160000	File No: 8/32/1889 Notice No: 99/2022	09 September 2022 at 12:00pm
43 of 2022	Appointment of service provider for Operation and maintenance of Makhado new landfill site for the period of three (03) years	80/20 preferential points with functionality	16 August 2022 at 12:00 at Council Chamber, Ground floor, Civic Centre, No 83 Krogh Street, Makhado		Acting director community services: Mr. J. Lukhele or Mr NP Nkwahulu at 015 519 3000	File No: 8/32/1890 Notice No: 94/2022	09 September 2022 at 12:00pm
44 of 2022	Appointment of panel of service provider for skills development programmes (Skills development provider) for the period of three years	80/20 score points		Attach a certified copy of valid accreditation certificate / letter against the qualification or unit standard ID	Acting director corporate services: Mr. N. Dagahe or Mr T. Manobane at 015 519 3000	File No: 8/32/1891 Notice No: 95/2022	09 September 2022 at 12:00pm
45 of 2022	Re-advertisement: New Internet link - 150 megabits per second (Mbps) upload (UL) and 150 Mbps download (DL) takeover internet database for the period of three (03) years	80/20 preferential points			Acting director corporate services: Mr. N. Dagahe or Mr S. Ham at 015 519 3000	File No: 8/32/1892 Notice No: 96/2022	09 September 2022 at 12:00pm
46 of 2022	Re-advertisement: Design Architecture Of Disaster Recovery Solution	80/20 preferential points with functionality			Acting director corporate services: Mr. N. Dagahe or Mr S. Ham at 015 519 3000	File No: 8/32/1893 Notice No: 97/2022	28 August 2022 at 12:00pm
47 of 2022	Construction of fence at waterval gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1894 Notice No: 98/2022	26 August 2022 at 12:00pm
48 of 2022	Construction of fence at Retail gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1895 Notice No: 99/2022	26 August 2022 at 12:00pm
49 of 2022	Construction of fence at Tankwa gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1896 Notice No: 100/2022	26 August 2022 at 12:00pm
50 of 2022	Construction of fence at Tankwaani gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1897 Notice No: 101/2022	26 August 2022 at 12:00pm
51 of 2022	Construction of fence at Ratsidi gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1898 Notice No: 102/2022	26 August 2022 at 12:00pm
52 of 2022	Construction of fence at Chavani - Ribola gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1899 Notice No: 103/2022	26 August 2022 at 12:00pm
53 of 2022	Construction of fence at Manglasi gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1900 Notice No: 104/2022	26 August 2022 at 12:00pm
54 of 2022	Construction of fence at Mubovhaya gateway	80/20 preferential points with functionality		CIDB Grading 02 CE or higher	Acting director technical services: Mr. MG. Raleshu-ku or Ms L. Thelana 015 519 3000	File No: 8/32/1901 Notice No: 105/2022	26 August 2022 at 12:00pm
55 of 2022	Appointment of panel of service providers to provide Media Buying Services (Radio advertisement) For Period of three years	80/20 preferential points			Acting director corporate services: Mr. N. Dagahe or Mr L. Soboh at 0155160000	File No: 8/32/1902 Notice No: 106/2022	09 September 2022 at 12:00pm

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 as mentioned above table.

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: 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-rateable 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 CSO (Central Supplier Database).
  - A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P. Ndau at tel no. (015) 519 3644/3024.

Civic Centre  
83 Krogh Street  
Louis Trichardt

**MR KM NEMANAME**  
ACTING MUNICIPAL MANAGER

**BIDDER:**  
Initial: Authority signatory/ies: .....

**Witness:**



# MAKHADO MUNICIPALITY

*Vision: A dynamic hub for socio-economic development by 2050*  
*Mission: To ensure effective utilization of economic resources to address socio-economic imperatives through mining, agriculture and tourism*

## ERRATUM

Makhado Local Municipality is hereby issuing an erratum for an advert which appeared in Zoutnet (Mirror) newspaper dated **05 August 2022** and sowetan newspaper dated **05 August 2022**

The erratum has been issued to the following bids:

BID NO	DESCRIPTION	FILE NO AND NOTICE NO
47 of 2022	Construction of fence at waternal graveyard	File No.8/3/2/1894 Notice No. 98/2022
48 of 2022	Construction of fence at Rabali graveyard	File No. 8/3/2/1895 Notice No.99/2022
49 of 2022	Construction of fence at Tshikuwi graveyard	File No.8/3/2/1896 Notice No.100/2022
50 of 2022	Construction of fence at Tshikwarani graveyard	File No.8/3/2/1897 Notice No.01/2022
51 of 2022	Construction of fence at Rathidili graveyard	File No. 8/3/2/1898 Notice No.102/2022
52 of 2022	Construction of fence at Chavani –Ribola graveyard	File No. 8/3/2/1899 Notice No.103/2022
53 of 2022	Construction of fence at Mangilasi graveyard	File No. 8/3/2/1900 Notice No. 104 /2022
54 of 2022	Construction of fence at Muhovhoya graveyard	File No.8/3/2/1901 Notice No. 105/2022

### NB: erratum issued to the special requirement:

- CIDB Grading **02CE** or higher has changed to CIDB grading **02SQ** or higher

**MR KM NEMANAME**  
**ACTING MUNICIPAL MANAGER**

**BIDDER:**

**Initial:** Authority signatory/ies: .....

**Witness:**



**T1.2 BID DATA**

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Tender Data
F.1.1 Actions	The Employer is: The Municipal Manager Makhado Local Municipality No. 83 Krogh Street, Makhado, 0920
F.1.2 Tender Documents	The bid documents issued by the Employer comprise:  <b>THE BID</b> <b>Part T1 Bidding procedures</b> Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data  <b>Part T2 Returnable documents</b> Part T2.1 List of returnable documents Part T2.2 Returnable schedules  <b>THE CONTRACT</b>  <b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993  <b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantity  <b>Part C3 Scope of Works</b> C3 Scope of Works  <b>Part C4 Site Information</b> C4 Site Information
F.1.4 Communication and Employer's Agent	The Employer's Agent is: Dikgabo Consulting Engineers 91 Bowling Avenue, Morningside Manor, Sandton, 2196. P O Box 1365, Gallo Manor, 2052 Tel No: +27 11 656 4075 Fax No: +27 86 550 7497 Contact Person Floyd Rakau

**BIDDER:**  
Initial: Authority signatory/ies: .....

**Witness:**



Clause number	Tender Data
<p>F.2.1 Eligibility</p>	<p>The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 02SQ or Higher class of construction work; and</li> <li>b) contractors registered as potentially emerging contractors with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: <ul style="list-style-type: none"> <li>i) Makhado local municipality, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and</li> <li>ii) Makhado local municipality, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract and puts the same in place.</li> </ul> </li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>a) every member of the joint venture is registered with the CIDB</li> <li>b) the lead partner has a contractor grading designation in the 02SQ or Higher class of construction work; and</li> <li>c) 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 02SQ or Higher class of construction work.</li> </ul>
<p>F.2.7 Clarification Meeting</p>	<p><b>NB: NO COMPULSORY BRIEFING MEETING</b></p>
<p>F.2.12 Alternative Tender Offers</p>	<p>If 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.</p> <p>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 in the development of the pricing proposal.</p> <p>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 the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>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.</p>
<p>F.2.13.3 Submitting a Tender Offer</p>	<p>The <b><i>whole original</i></b> bid document, <b><i>as issued by the Makhado Local Municipality</i></b>, shall be submitted. <b><i>No copies or disfigured document will be accepted.</i></b></p> <p>Bids may only be submitted on the Bid documentation issued by the Makhado Local Municipality.</p>
<p>F.2.13.5 Submitting a Tender Offer</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p>

**BIDDER:**  
Initial: Authority signatory/ies: .....

**Witness:**



Clause number	Tender Data
	<p>Location of bid box: <b>Foyer of Main Entrance Makhado Municipality Offices</b> Physical address: <b>Makhado Local Municipality</b> <b>No. 83 Krogh Street, Makhado</b> <b>Makhado</b> <b>0920</b></p> <p>Contract Number: 49 OF 2022</p> <p><b><i>CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD</i></b></p>
F.2.15 Closing Time	The closing time for submission of tender offers is 12h00 on Friday, 26 August 2022. Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16 Tender Offer Validity	The bid offer validity period is 90 days.

**BIDDER:**  
**Initial:** Authority signatory/ies: .....

**Witness:**



<p>F.2.23 Certificates</p>	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) Either a certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>2) Certified Copies of company registration documents.</li> <li>3) An original valid Tax Clearance issued by the South African Revenue Services.</li> <li>4) Certified Copies of ID documents of Shareholders/Members/Directors of the business enterprises.</li> <li>5) Proof of Preference Points Claimed</li> </ol>
<p>F.3.4 Opening of Bid Submissions</p>	<p>The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: <b>Makhado Local Municipality Council Chamber, Ground Floor, Civic Centre No. 83 Krogh Street, Makhado Makhado 0920</b></p>
<p>F.3.5 Two-Envelope System</p>	<p>A two-envelope procedure will <b>not</b> be followed.</p>
<p>F.3.9 3.9.1 Arithmetical Errors</p>	<p>Replace the contents of the clause with the following: “Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the 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. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will asked to revise selected item prices (and their rates if the bill of quantities apply) to archive the tendered total of the prices.  Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
<p>F.3.11 Evaluation of Bid Offers</p>	<p>The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10.</p>
<p>F.3.13.1 Acceptance of Bid Offer</p>	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.</p>
<p>F.3.18 Provide Copies of The Contracts</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p>

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<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the document for which they intend to bid for</li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be taken apart.</li> <li>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder’s company profile <b>will not</b> be used by the Makhado Local Municipality to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected</b></p>
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Responsive tenders will be evaluated according to the MFMA, Circular No.53 of the Municipal Finance Act No.56 of 2003.

**First stage – Compliance to administrative requirements**

Bidders must comply with the following administrative requirements and noncomplying bidders will be considered as nonresponsive and will be disqualified for further evaluation:

- **Original valid Tax Clearance Certificate or proof of SARS TCS PIN**
- **Company Registration Certificate**
- **Attendance of Compulsory Briefing Session**
- **Certified Copies of Company Owners' ID Book(s) not older than 3 months**
- **Proof of company municipal account / lease agreement or proof of residential address by Traditional Authority, not older than 3 months**
- **Relevant CIDB Grading**
- **B-BBEE Certificate (for preferential points)**
- **Audited Annual Financial Statements for 3 years**
- **Authority for Signatory**
- **Completion of Form of Offer**
- **Completion and Compliance with Addendum (if applicable)**
- **Joint Venture Agreement**
- **Receipt / Proof of Purchase of Bid Document**
- **Completion of Schedule of Quantities**
- **Insurance Statement**
- **Completion of MBD Documents**
- **Price Alterations without Signature or using Tippex**
- **Completion of Bid Document using Pencil**

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**Second stage – Evaluation of functionality :**

Responsive tenders will then be evaluated on functionality. The minimum score for functionality is **70%**, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

**FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES**

EVALUATING CRITERIA	SCORING CRITERIA	Points	Max Points
<b>Company Reputation and References</b> (completion certificates must be attached)	1 to 3 successfully completed projects of similar nature in the previous five (5) years	20	<b>40</b>
	4 to 5 successfully completed projects of similar nature in the previous five (5) years	30	
	6 or more successfully completed projects of similar nature in the previous five (5) years	40	
<b>Management and Key Staff Experience</b>	<b>Site Agent:</b> Technical Diploma (N Dip Civil) and successive Three (3) years' experience in projects of a similar nature.	20	<b>45</b>
	<b>Foreman:</b> Technical Certificate (N6 Civil Engineering) and successive Three (3) years' experience in projects of a similar nature.	15	
	<b>Health and Safety Officer:</b> Certificate in Occupational Health and Safety and successive Three (3) years' experience in projects of a similar nature.	10	

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<b>Financial Capacity</b>	Bank Rating <b>A</b> :	15	<b>15</b>
	Bank Rating <b>B</b> :	10	
	Bank Rating <b>C</b> :	5	
<b>TOTAL POINTS</b>			<b>100</b>

The minimum score required for functionality is **70%**, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.

**Third Stage – Evaluation in terms of the 80/20 Preference Point System:**

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

**Step 1: Calculation of points for Price**

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

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

Where

- P<sub>s</sub> = Points scored for price of the bid or tender under consideration
- P<sub>t</sub> = Price (Rand value) of bid or tender under consideration
- P<sub>min</sub> = Price (Rand value) of the lowest acceptable bid or tender

Points scored must be rounded off to the nearest 2 decimal places

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Step 2: Calculation of points for B-BBEE status level of contributor

Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.

The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder’s total points scored out of 100.

**Award of contract to bids not scoring the highest number of points**

- (a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.
- (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

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	<p><b>Evaluation of bids that scored equal points</b></p> <p><b>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.</b></p> <p><b>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</b></p> <p><b>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</b></p>
	<p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>b) the tenderer or any of its directors is not listed in 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; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</p>

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## Annex F (Normative) Standard Conditions of Tender

*(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (5 August 2005))*

### F.1 General

#### F.1.1 Actions

**F1.1.1.** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F1.1.2.** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

- (a) **conflict of interest** means any situation in which
  - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the 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
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **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 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 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.1.6 Procurement Procedures

##### F.1.6.1 General

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

##### F.1.6.2 Competitive Negotiation Procedure

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

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



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

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

**F.1.6.3 Proposal Procedure using two stage system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

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

**F.2 Tenderer’s obligations**

**F.2.1 Eligibility**

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

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

**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.

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**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 Site visit and clarification meeting**

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. However there will be no clarification briefing meeting.

**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) may 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.

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**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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 one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, 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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

**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.

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## **F.2.22 Return of other tender documents**

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

## **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

- a) An individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the prequalification process.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice 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, will then notify it to 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 opening 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 above 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) meets 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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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 between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tenders in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
  - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
  - The summation of the prices.

**F3.9.2** Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....

**F.3.9.3** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total as quoted shall govern, and the unit rate will 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.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers**

**F3.11.1 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 methods and associated evaluation criteria and weightings that are specified in the Tender Data.

**F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....

**F.3.11.3 Methods 2: Financial offer and preference (Modified)**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.4 Method 3: Financial offer and quality (Modified)**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

**BIDDER:**

Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**

Initial: .....

Witness: .....

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal Places**

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

**F.3.11.7 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	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

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

$P$  = the comparative offer of tender offer under consideration.

**F.3.11.8 Scoring Preferences**

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

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

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

Witness: .....



### F.3.11.9 Scoring quality (functionality)

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

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

$$N_o = W_2 \times S_o / M_s$$

Where  $S_o$  is the score for quality allocated to the submission under consideration

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

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

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

**F.3.13.1** Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement
- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract.
- c) Has the legal capacity to enter the contract,
- d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) Complies with the legal requirements, if any, stated in the tender data, and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.13.2** 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.

**F.3.19 Provide written reasons for actions taken**

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

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

<b>PART T2</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	<b>PAGE</b>
<i>The bidder must complete the following returnable documents.</i>		
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T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....	50
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....	71

**NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

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**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT**

The Bidder shall state below which equipments will be available for the work, should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? R\_\_\_\_\_

What is the estimated turnover for your current financial year? R\_\_\_\_\_

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

\_\_\_\_\_

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

Witness: .....





**FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF		NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(i) NOMINEE	(ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
HEADQUARTERS Partner/director							
Project Manager							
Other key staff (give designation)							

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....





DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
PROJECT MONITORING Site(s) Supervisors						
Other key staff (give designation)						

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference. Attach at least two (2) previous works done (appointment letters with completion certificates) for construction of fence.**

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR COM- PLETED

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT**

Provide details on the surety you will provide if the bid is awarded to you

**AMOUNT**

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): \_\_\_\_\_
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): \_\_\_\_\_
- Cash: \_\_\_\_\_

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

**Notes:**

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

**BIDDER:**  
Initial: Authorized signatory/ies: . . . . .

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: . . . . .

**Witness:** . . . . .



**FORM 2.1.7 AUTHORITY FOR SIGNATORY**

All signatories, including sole proprietors, shall confirm their authority by attaching to the last page of this bid a duly signed and ***dated original or certified copy*** of the relevant resolution of their members or their board of directors, as the case may be.

**An example for "COMPANIES / PARTNERSHIPS / CLOSE CORPORATIONS is shown below:**

"By resolution of the board of directors passed on 15 January 2006, Mr A. APPLE has been duly authorised to sign all documents in connection with the Bid for Contract number RTCW 10/2006 and any Contract, which may arise there from on behalf of the Bidding Entity, namely, "ABCD (PTY) LTD"

SIGNED ON BEHALF OF THE BIDDING ENTITY: B.J. JONES

IN HIS CAPACITY AS: DIRECTOR / PARTNER / MEMBER

DATE: 15 January 2006

AUTHORISED PERSON'S SIGNATURE: A. APPLE

AS WITNESS: 1. B. XABA

**An example for "JOINT VENTURES" is shown below:**

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize Mr. B. BROOK, authorised signatory of the company "ABCD (PTY) LTD", acting in the capacity of lead partner, to sign all documents in connection with the bid for Contract number RTCW 10/2006 and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
(Lead partner, i.e. " <u>ABCD (PTY) LTD</u> ")	P.O. Box 111 Springs 1560	Signature:..... Name:..... Designation:.....
Name of 2 <sup>nd</sup> Company	Address of 2 <sup>nd</sup> Company	Signature:..... Name:..... Designation:.....
Name of 3 <sup>rd</sup> Company	Address of 3 <sup>rd</sup> Company	Signature:..... Name:..... Designation:.....

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

Witness: .....



**An example for "SOLE PROPRIETOR" is shown below:**

"I hereby certify that I'm the sole proprietor of the Bidding Entity, namely, "MACADOO" and therefore duly authorised to sign the bidding documents"

SIGNATURE OF SOLE PROPRIETOR: B.J. JONES  
IN HIS CAPACITY AS: SOLE PROPRIETOR  
DATE: 15 January 2006  
AUTHORISED PERSON'S SIGNATURE: B.J. JONES  
AS WITNESS: 1. B. XABA

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....





**FORM 2.1.9 FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Bank Rating for the Contractor provided by the Bank	
Street address	
Postal address	
Telephone number	( )
Fax number	( )
Account number	
Type of account, (i.e. cheque account)	
Bank Stamp	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.1.10      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....





**FORM 2.1.11 AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

**Compliance with Employment Equity Act 55 of 1998**

Attach a valid certificate from the Department of Labour, **or** a declaration (refer to “Form 2.3.5 – Specific goals”) by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

**Definitions in terms of the last mentioned Act.**

“designated employer” means-

- a) an employer who employs 50 or more employees;
- b) an employer who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

**“Schedule 4”**

**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

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**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.2.1 COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS**

Where Compulsory Site Inspections and Compulsory Information, Briefing or Clarification Meetings are to be held, it shall be subject to the following conditions:

**1. Necessity for Compulsory Site Inspection and Compulsory Information / Briefing / Clarification Meetings**

Compulsory Inspections / Meetings must only be held where the nature of the contract is such that it requires either an inspection of a site or a briefing session. The Bid Specification Committee should indicate to the Bid Office that such a compulsory inspection or briefing is regarded as a necessity.

**2. Attendance Register**

An attendance register of potential bidders and the firms they represent shall be kept and signed by attendees. A copy of such Attendance Register, shall immediately after the inspection/briefing, be sent to the Bid Office.

**3. Confirmation Notes of Inspection/Briefing Sessions**

Confirmation Notes of the Compulsory Inspection or Briefing Session shall be held by or on behalf of the contact person of the Department for whom the Bid is being advertised. A copy of the notes shall be sent to each firm that was represented at the inspection/meeting as soon as possible after the inspection or meeting and before the closing date of the bid. A copy of the notes shall also be sent to the Bid Office. The relevant Department will ensure that the notes are submitted to the Bid Evaluation Committee and to the Bid Adjudication Committee.

**4. Bid Documents**

The bid documentation shall clearly state that where the inspection of a site or the attendance of a briefing session is compulsory, non-attendance thereof will lead to the disqualification of the bidder in question. The bid documentation shall further clearly state that if bid documents are obtained **after** the compulsory briefing session or site inspection, it will only be made available to firms that were represented at the meeting. The mere fact that a firm that was not represented at a compulsory site inspection/meeting, but nevertheless submitted to the municipality a set of bidding documents, should not be construed as creating any expectations that a bid will be considered by the Municipality.

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING**

This is to certify that I, **(NAME IN PRINT)** ..... ,  
representative of (Bidder) .....  
.....  
of (address) .....  
.....  
.....  
Telephone number .....  
Fax number .....  
visited and inspected the Site / Attended Clarification Meeting on (date) .....  
in the company of (Engineer/Engineer's Representative) .....

SIGNATURE OF BIDDER'S REPRESENTATIVE: .....

**BIDDER:**  
**Initial:** Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
**Initial:** .....

**Witness:** .....



**FORM 2.2.2 TAX CLEARANCE CERTIFICATE**

AN ORIGINAL VALID TAX CLEARANCE CERTIFICATE, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 02SQ or Higher

OR

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.2.4 DECLARATION:**

I/We, the undersigned:

- (a) bid to supply and deliver to the MAKHADO LOCAL MUNICIPALITY [hereafter "Makhado Local Municipality"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the Makhado Local Municipality by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the Makhado Local MUNICIPALITY and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the MAKHADO LOCAL MUNICIPALITY that the claims are correct. If the claims are found to be inflated, the Makhado Local Municipality may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the Makhado Local Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the Makhado Local Municipality may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

Signed at.....this.....day of..... 2011

Authorised Signature: \_\_\_\_\_

Name of Bidding Entity: \_\_\_\_\_

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

As witness: \_\_\_\_\_

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

Witness: .....





**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

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**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Attach additional pages if more space is required

.....

Signature of Authorized person:

.....

Date:

Name: .....

Position: .....

**BIDDER:**

Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**

Initial: .....

Witness: .....



**FORM 2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

- 2.3.3.1 PREAMBLE
- 2.3.3.2 DEFINITIONS
- 2.3.3.3 LEGISLATIVE BASE
- 2.3.3.4 SCOPE
- 2.3.3.5 PURPOSE
- 2.3.3.6 OBJECTIVES
- 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS
- 2.3.3.8 ADJUDICATION OF BIDS
- 2.3.3.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.3.10 IMPLEMENTATION FRAMEWORK
- 2.3.3.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.3.12 DISQUALIFICATIONS
- 2.3.3.13 DATABASE ON LOCAL SMME
- 2.3.3.14 ADDENDUM: DEFINITION OF A SMALL BUSINESS, SPECIFICALLY AN SMME

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....

## MAKHADO LOCAL MUNICIPALITY

## BID DOCUMENT

## 2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE REVISED PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATION OF 2011

## 1. EVALUATION OF TENDERS

## Evaluation Criteria

The tenders were evaluated in terms of the Municipality Supply Chain Management and Preferential Procurement Policy, which is line with the Preferential Procurement Framework Act (Act 5 of 2000). Tenders were evaluated using the 80/20 points allocation system as prescribed. The total points out of a possible maximum of 100 are calculated using the following formulae

## 1.1 PRICE

In relation to Tendered Price, the points allocated to the Tender Price will be calculated using the following formula:

$$N_p = \frac{80 * [1 - (T_s - T_m)]}{T_m}$$

Where:  $N_p$  = number of tender adjudication points awarded in relation to price

$T_s$  = Tender Sum

$T_m$  = Lowest Tender Sum

## 1.2 PREFERENTIAL PROCUREMENT

Preferential procurement points will be allocated according to the tenderer's B-BBEE status level, as per the **Preferential procurement policy framework act, 2000: preferential procurement regulations, 2011**, which came into effect on the 7<sup>th</sup> of December 2011.

In order to qualify for preferential procurement points, the tenderer must attach a certified copy of its valid B-BBEE construction sector scorecard as contained in the **Codes of Good Practice on Black Economic Empowerment**, issued in terms of section 9(1) of the **Broad-Based Black Economic Empowerment Act (Act no. 53 of 2003)**.

Points will be awarded to the tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (80/20)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**BIDDER:**

Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**

Initial: .....

Witness: .....



**In the event of a Joint Venture (JV) Tender:**

A Joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

**PLEASE REMEMBER:**

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE
- IN CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT
- JOINT VENTURE BEE CERTIFICATE (A COMBINED BEE RATING FOR COMBINED PARTNERS)

**BIDDER:**  
Initial: Authorized signatory/ies: . . . . .

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: . . . . .

**Witness:** . . . . .



**FORM 2.3.4 GENERAL INFORMATION**

1. Name of bidding entity:

\_\_\_\_\_

2. Contact details \_\_\_\_\_

Contact name and number: \_\_\_\_\_

Address of bidding entity: \_\_\_\_\_

Postal code: \_\_\_\_\_

Tel no: ( ) Fax no: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

\_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)

5. VAT registration number:

\_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)

6. Company or closed corporation registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)

7. Construction Industry Development Board (CIDB) registration number-----

8. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

**BIDDER:**  
Initial: Authorized signatory/ies: . .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



9. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- Written authority to be on the Letterhead of the created Joint Venture
- The signed joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover and credit amount criteria, and each other partner at least 25 percent of the criteria.

**SIGNATURE OF AUTHORIZED PERSON** : .....

**DATE** : .....

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....



**FORM 2.3.5 SPECIFIC GOALS**

**1 Equity Ownership**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Citizen-ship	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
<b>Total</b>						<b>A</b>	<b>B</b>	<b>C</b>

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b % HDI ownership	c = a * b ÷ 100 % HDI contribution
<b>Total HDI contribution</b>			

**A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE BID DOCUMENT.  
FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS BID**

**NOTE:** See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

Witness: .....



**2 SMME Status**

Provide details on the following (Refer to attached table):

Sector / Sub-Sector in which located: \_\_\_\_\_

Total Full-Time Equivalent of paid Employees: \_\_\_\_\_

Total Annual Turnover: \_\_\_\_\_

Total Gross Asset Value: \_\_\_\_\_

Size or Class (Medium, Small, Very Small, Micro): \_\_\_\_\_

Note: If all of the above does not adhere to the definition of a single class, use the Total Annual Turnover only to decide on the class.

**3 Local Content (Defined as Makhado Local Municipality)**

10% of the goods or services of the bid will have local content?

Description	a % of bid value	b % Local content	c = a x b ÷ 100 Total % local content
Management and other			
Materials, goods			
Plant and equipment			
Staff, labour			
<b>Total</b>	<b>100 %</b>		<b>%</b>

**4 JOB CREATION**

Provide details on the jobs that you envisage to create through this project:

- A. New permanent employed staff, employed outside the staff component declared n Forms 2.3.1 & 2.3.4 to be allocated to this project for the intensification of labour absorption, (i.e. 5 persons for 5 months = 25 person-months).
- B. Number of person-months of work to be created (i.e. 5 persons for 5 months = 25 person-months)

Description	A	B	C
	No. of persons	Period in months	No. of person months created
A. New permanent employed staff, employed outside the staff component declared n Forms 2.3.1& 2.3.4			AxB=C
B. Staff to be employed for the project (Temporary employed)			
<b>Total</b>			

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**THE CONTRACT**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**PART C1 AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE .....82

C1.2 CONTRACT DATA .....86

C1.3 FORM OF GUARANTEE .....93

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....95

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**C1.1 FORM OF OFFER AND ACCEPTANCE**

**FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD.**

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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**

.....Rands (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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

**FOR THE BIDDER:**

Name of Bidding Entity(s): .....

Address of Bidding Entity(s) .....

.....

.....

Signature(s) .....

Capacity .....

Name and signature of Witness.....

Date ...../...../.....

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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 Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

**FOR THE CLIENT:**

Signature(s)

Name(s)

Capacity


MAKHADO LOCAL MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness: \_\_\_\_\_ Date \_\_\_\_\_

**BIDDER:**

Initial: Authorized signatory/ies: .....

Witness: .....

**MAKHADO LOCAL MUNICIPALITY:**

Initial: .....



**SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid 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 bid 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 \_\_\_\_\_

6 **Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**FOR THE BIDDER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
 (Name and address of organisation)

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

*MAKHADO LOCAL MUNICIPALITY*  
 (Name and address of organisation)

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**BIDDER:**  
 Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
 Initial: .....

**Witness:** .....



**C1.2 CONTRACT DATA**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (2015) 3<sup>rd</sup> Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53.

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

The following contract specific data are applicable to this Contract:

Clause																
1.1.4 1.2.2	The Employer is: the Makhado Local Municipality The Employer's address for receipt of communications is: Physical address: Makhado Local Municipality No. 83 Krogh Street Makhado 0920 Telephone: (015) 516 6145 Postal address: Private Bag X 2596 Makhado 0920 Fax: (015) 519 3171															
1.6	The special non-working days are all applicable public holidays.															
2.3	The Engineer is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: - Certify additional costs/expenditure - Taking over of the Works - Determining extension of Time for Completion															
7	The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee" – See Form C1.3.															
7	The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the MAKHADO LOCAL MUNICIPALITY's Supply Chain Management Policy, which reads as follows:  (f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted;  Guarantees will be required as follows: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>CATEGORY</th> <th>PROJECT VALUE</th> <th>GUARANTEE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>&lt; R500 000</td> <td>2,5%</td> </tr> <tr> <td>B</td> <td>R500 001 – R1 000 000</td> <td>5%</td> </tr> <tr> <td>C</td> <td>R1 000 001 – R2 000 000</td> <td>7,5%</td> </tr> <tr> <td>D</td> <td>&gt;R2 000 000</td> <td>10%</td> </tr> </tbody> </table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%
CATEGORY	PROJECT VALUE	GUARANTEE														
A	< R500 000	2,5%														
B	R500 001 – R1 000 000	5%														
C	R1 000 001 – R2 000 000	7,5%														
D	>R2 000 000	10%														
7	The Form of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date  86															

**BIDDER:**

**MAKHADO LOCAL MUNICIPALITY:**

Initial: Authorized signatory/ies: .....

Initial: .....

Witness: .....





Clause	
10	The Contractor shall commence executing the Works within fourteen (14) days of the Commencement Date or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.
12.2	The programme shall be submitted to the Employer's Representative within fourteen (14) days of any such written request.
35.1.1.2.2	The value of materials supplied by the Employer to be included in the insurance sum is R Nil
35.1.2	A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)
35.1.3	The limit of the liability insurance is R500 000,00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)
35.1.4	The following additional and varied insurances are required: <b>Not applicable</b>
37.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%
42.1	The whole of the Works shall be completed within 2 months from the commencement date exclusive of the year end break
43.1	The penalty for failing to complete the Works is R1 500,00 per calendar day or part thereof, beyond the stated completion date, for each individual work order or instruction
46.2	Contract Price Adjustment: Not applicable and a fixed price contract is required. If the contractor qualifies this the following will apply: Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. The value of "x" is 0,15 The values of the coefficients are: a = 0,3      b = 0,3      c = 0,35      d = 0,05 The urban area nearest the Site is Louis Trichardt The base month is the month prior to tender closure
46.3	The following are special materials: NIL The basis for price adjustment for special materials is as follows: Not applicable
49.1.5	The percentage advance on materials not yet built into the Permanent Works is eighty percent (80%)
49.3	The percentage retention on the amounts due to the Contractor is <b>10%</b>
49.6	A Retention Money Guarantee is not permitted.
53.1	The Defects Liability Period is twelve (12) calendar months from the date of the issue of the Completion Certificate.
58.2	Disputes are to be settled in terms of paragraph 50 of the SCM Policy, which reads as follows: Resolution of disputes, objections, complaints and queries (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes – (a) to assist in the resolution of disputes between the municipality and other persons regarding - (i) any decisions or actions taken in the implementation of the supply chain management system; or

**BIDDER:****MAKHADO LOCAL MUNICIPALITY:**

Initial: Authorized signatory/ies: .....

Initial: .....

Witness: .....



Clause	
	<ul style="list-style-type: none"> <li>(ii) any matter arising from a contract awarded in the course of the supply chain management system; or</li> <li>(b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.</li> <li>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</li> <li>(3) The person appointed must –</li> <li>(a) strive to resolve promptly all disputes, objections, complaints or queries received; and</li> <li>(b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.</li> <li>(4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –</li> <li>(a) the dispute, objection, complaint or query is not resolved within 60 days; or</li> <li>(b) no response is forthcoming within 60 days.</li> <li>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</li> <li>(6) This paragraph must not be read as affecting a person’s rights to approach a court at any time</li> </ul>
4.5	<p><b>Variations to the Conditions of Contract are:</b>  Add the following at the end of sub-clause 4.5:  "4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.</li> </ul> <p>4.5.4</p> <p style="text-align: center;">88</p>

**BIDDER:**

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....



Clause	
	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
10	<p>Add the following to sub-clause 10.1 after "... Commencement Date", in line 4:  "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."</p>
11.1	<p>Add the following to sub-clause 11(1)(a) between "... site," and "the location ...." in line 1:  "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"</p>
4.2.2	<p>between the words "the Engineer shall" and "grant the Contractor" in the first sentence of Sub-clause 42.2 Insert the following: ", subject to such further provisions as may be stated in the Scope of Works,".</p> <p>Replace the full stop at the end of the proviso in Sub-clause 45(2) with a comma and add the following:  "and provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods of 28 days referred to in Sub-clauses 48.1.1 and 48.1.2 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."</p>
4.2.4	<p><b>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN SUB-CLAUSE (4) INSERT THE FOLLOWING:</b>  ", subject to such additional provisions (if any) set out in the Scope of Works,"</p>
49.1.8	<p>Add new sub-clause 49.1.8:  <b>"Payment for the labour-intensive component of the works</b>  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."</p>
25.2	<p><i>Add the following:</i>  "Provided further that if the Works or excavation(s) are not ready for inspection or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure so incurred by the Engineer will be for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer."</p>
29.1.3	<p><i>Additional sub-clause:</i> <span style="float: right;">89</span></p>

**BIDDER:**

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....



Clause	
	"All temporary Works owned by the Contractor and brought on to the Site for the purposes of the Contract."
35.1.5	<p><i>Clause 35.1.5 add the following:</i></p> <p>"Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "</p>
35.9	<p><i>Add the following:</i></p> <p>"In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Municipality, and the claim submitted shall cover all costs to repair and make good in terms of Sub-clause 35(1)(b). The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Municipality who will pay such amounts to the Contractor on certificate of the Engineer in terms of Clause 47 as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
35.10	<p><i>Add the following:</i></p> <p>"The ENGINEER will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
42.2	<p><i>Delete the first line and replace with:</i></p> <p>"If the circumstances in sub-clause 42.3, occur and are such as to fairly entitle ..."</p>
42.3	<p><i>Delete the first two lines and replace with:</i></p> <p>"The circumstances are ..."</p>

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



42.3.2	<i>Abnormal climatic conditions:</i> <b>Extension of time for completion</b> Rainfall data must be provided in the case of extension of time for completion claim due to abnormal weather.
42.3.5	<i>Delete and replace with:</i> "disruption of labour on site which is entirely beyond the Contractor's control."
42.4.4	<i>Delete and replace with:</i> "If an extension of time is granted and for which compensation is payable in terms of the Contract, the Contractor shall be paid in accordance with the rates bidded for extension of time at the closing of bids and in terms of the Contract."
38.1	<i>Replace the word "Saturday" in the second line of sub-clause 38.1 with "Friday".</i>

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

Witness: .....



**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	
1(1)(h) 1(2)	The Contractor is .....  The Contractor's address for receipt of communications is: Physical address: ..... Postal address: ..... ..... ..... ..... Telephone: ..... Fax: ..... E-mail: .....
1(1)(m)	The time for completing the works is ..... days
37(2)(b)	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%
46(3)	The rate for special materials, exclusive of value-added tax (VAT) are:.....

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**C1.3 FORM OF GUARANTEE**

**CONTRACT NO. 49 OF 2022**

Whereas MAKHADO LOCAL MUNICIPALITY (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 sum of \_\_\_\_\_ (R \_\_\_\_\_)

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

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\_\_\_\_\_

**BIDDER:**  
Initial: Authorized signatory/ies: .....  
Witness: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....



---

As witnesses:

1 \_\_\_\_\_ Signature \_\_\_\_\_

2 \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**BIDDER:**  
Initial: Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
Initial: .....

**Witness:** .....





**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

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

in his capacity as \_\_\_\_\_

and

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

\_\_\_\_\_ in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz **CONTRACT NO: 49 OF 2022 FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandatories, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

**BIDDER:**

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** Authorized signatory/ies: .....

**Initial:**.....

**Witness:** .....



- 6 **The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer;
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident; and
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:**.....



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

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

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 200\_\_\_\_,  
Mr/Ms \_\_\_\_\_ whose  
signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

**SIGNED ON BEHALF OF THE COMPANY:** \_\_\_\_\_

**IN HIS/HER CAPACITY AS:** \_\_\_\_\_

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

**SIGNATURE OF SIGNATORY:** \_\_\_\_\_

**WITNESS** 1 .....

**NAME** 1 .....  
**(IN CAPITALS)**

**BIDDER:**  
**Initial:** Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**  
**Initial:**.....

**Witness:** .....



**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:**.....

**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**PART C2 PRICING DATA**

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....

**C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities <sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....

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

**Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Bidder bids to do the work
- Amount : The quantity of an item multiplied by the bid rate of the (same) item
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m<sup>2</sup> = square metre
- m<sup>2</sup>-pass = square metre-pass
- ha = hectare
- m<sup>3</sup> = cubic metre
- m<sup>3</sup>-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilonewton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = meganewton
- MN-m = meganewton-metre
- PC Sum = Prime Cost Sum
- Prov Sum = Provisional Sum

**NB: PLEASE STATE THE FOLLOWING:**

- **ARE/IS BID PRICE/S FIRM:**

YES	NO
-----	----

- **IF THE BID PRICE(S) ARE NOT FIRM, SUPPLY THE INFORMATION REGARDING ESCALATION APPLICABLE TO THIS BID:**

.....  
 .....

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....

**C2.2 BILL OF QUANTITIES**  
**CONTENTS**

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....



MAKHADO LOCAL MUNICIPALITY					
CONSTRUCTION OF FENCING AT TSHIKUWI GRAVEYARD:					
BID NO.: 49 OF 2022					
<b>SECTION 1 : PRELIMINARY AND GENERAL</b>					
ITEM NO	DESCRIPTION	UNIT	SCHED QTY	RATE (Rand)	AMOUNT (Rand)
1,0	<b>SECTION 1 : PRELIMINARY AND GENERAL</b>				
1,1	FIXED CHARGE ITEMS:				
1.1.1	Contractual Requirements	Sum	1,0		
1.1.2	Establish Facilities on Site	Sum	1,0		
1.1.3	One Contract Notice Name Board	Sum	1,0		
1.1.4	Offices and storage sheds	Sum	1,0		
1.1.5	Ablution and toilet facilities	Sum	1,0		
1.1.6	Removal of site establishment	Sum	1,0		
1.1.7	OHS Compliance	Sum	1,0		
1.1.8	Provision for Community Liaison Officer	PS			6 000,00
1.1.9	Provision of access to site during construction	Sum	1,0		
<b>TOTAL CARRIED FORWARD</b>					

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....

MAKHADO LOCAL MUNICIPALITY					
CONSTRUCTION OF FENCING AT TSHIKUWI GRAVEYARD:					
BID NO.: 49 OF 2022					
<b>SECTION 1 : PRELIMINARY AND GENERAL</b>					
ITEM NO	DESCRIPTION	UNIT	SCHED QTY	RATE (Rand)	AMOUNT (Rand)
<b>BROUGHT FORWARD</b>					
1,2	TIME-RELATED ITEMS				
1.2.2	OHS	PS			6 000,00
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

Initial: Authorized signatory/ies: .....

Initial: .....

Witness: .....

<b>MAKHADO LOCAL MUNICIPALITY</b>					
<b>CONSTRUCTION OF FENCING AT TSHIKUWI GRAVEYARD:</b>					
<b>BID NO.: 49 OF 2022</b>					
<b>SECTION 2 : SITE CLEARANCE, EXCAVATION AND FENCING</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCHED QTY</b>	<b>RATE (Rand)</b>	<b>AMOUNT (Rand)</b>
2,0	<b>SECTION 2: FENCING</b>				
2,1	<b>SITE CLEARANCE</b>				
2.1.1	Clear Vegetation 3m wide (1,5m from centre of fence) including shrubs and trees of ranging between 1m and 2m in height	m <sup>2</sup>	2250,0		
2.1.2	Clear trees of girth up to 3m	no.	8,0		
2,2	<b>Excavation(refer to drawings for dimensions)</b>				
2.2.1	Excavation of holes,etc	m <sup>3</sup>	35,0		
2.2.2	Intermediate excavation	m <sup>3</sup>	11,7		
2.2.3	Hard excavation	m <sup>3</sup>	8,8		
2.2.4	Boulders	m <sup>3</sup>	7,0		
2,3	<b>Fencing</b>				
2.3.1	Remove existing fence complete with posts, stays etc.	m	100,0		
2.3.2	Supply, deliver and erect Razor Wire fence 1.8m High as per drawing	m	750,0		
2.3.3	Stays includes bolts and nuts	no.	430,0		
2.3.4	Standard 2.4m high	no.	215,0		
2.3.5	76mm Dia Galv Poles 2.4m High	no.	16,0		
2.3.6	25 Mpa Concrete for bases of post and stays	m <sup>3</sup>	35,0		
2.3.7	Strain wire light Galv 3.15mm	m	3000,0		
2.3.8	Strain wire Barbed Wire Galv 3.15mm	m	2250,0		
2,4	Supply and install 6m wide x 1.8m high sliding gate and lock as per drawing	no.	1,0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

**Initial:** Authorized signatory/ies: .....

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**Witness:** .....

MAKHADO LOCAL MUNICIPALITY					
CONSTRUCTION OF FENCING AT TSHIKUWI GRAVEYARD:					
BID NO.: 49 OF 2022					
SECTION 3 : CONSTRUCTION OF VIP PIT LATRINES					
ITEM NO	DESCRIPTION	UNIT	SCHED QTY	RATE (Rand)	AMOUNT (Rand)
3,0	SECTION 3: CONSTRUCTION OF ENVIRO LOO BIO-TOILET				
3,1	SITE CLEARANCE				
3.1.1	Clear Vegetation and Grubing girth up to 1m, 2m wide	m <sup>3</sup>	20,0		
3,2	Excavation (refer to Enviro Loo Bio-Toilet Drawing for dimensions)				
3.2.1	Excavation of material and dispose off site at 2.507 cubes/unit	m <sup>3</sup>	5,1		
3.2.2	Intermediate excavation	m <sup>3</sup>	2,0		
3.2.3	Hard excavation	m <sup>3</sup>	1,0		
3,3	SUPPLY OF TOILET MATERIALS				
3.3.1	Supply and delivery of prefabricated concrete top structure (Amalooloo or similar approved)	no.	2,0		
3.3.2	Supply and delivery of Enviro-loo Model 2010 substructure (or similar approved) including: Ceramic toilet bowl, Standard Toilet seat, anchoring	no.	2,0		
3.3.3	Contractor's charge to allow for handling costs and profit in respect of subitem (3.3.1 & 3.3.2):	%			
	<b>INSTALLATION OF TOILETS (ENVIRO-LOO BIO TOILET STRUCTURES)</b>				
PSGA 8.6	Installation of prefabricated concrete top structure	no.	2,0		
	Rate to include assembling and commissioning				
PSGA 8.6	Installation of Enviro-loo Model 2010 substructure to supplier's specification; model to be supplied by the supplier	no.	2,0		
	Rate to include assembling and commissioning (incl. related products, user education				
	Supply, deliver and apply ABE products	no.	2,0		
PSGA 8.1.3	<b>Concrete</b>				
	Supportive structure for handling the prefabricated top structure as per specification Figure D				
	i) 1190mm Long Lintel	no.	2,0		
	ii) 75mm thick 20Mpa concrete foundation slab with mesh ref.193 @ 0.13 m <sup>3</sup> /unit, as specified in dwg. Figure D	no.	2,0		
	iii) Shoulder apron slab around the flange on compacted ground @ 0.06m <sup>3</sup>	no.	2,0		
	<b>Unreinforced Masonry Walling</b>				
	a) 2m <sup>2</sup> of 140mm single leaf wall of hollow blocks units with 10mm joint mortar - stretcher/running bond as per specification Figure D	no.	2,0		
	b) 2m <sup>2</sup> of single leaf wall of solid block units with 10mm joint mortar - stretcher/running bond as per specification Figure D	no.	0,0		Rate only
	c) 2m <sup>2</sup> single leaf wall of common brick units with 10mm joint mortar - stretcher/running bond as per specification Figure D	no.	0,0		Rate only
	Lining of the soakaway channel and the soakpit, as per specification Figure D	no.	2		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

Initial: Authorized signatory/ies: .....

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MAKHADO LOCAL MUNICIPALITY					
CONSTRUCTION OF FENCING AT TSHIKUWI GRAVEYARD:					
BID NO.: 49 OF 2022					
SECTION 4 : CONSTRUCTION OF PLINTH AND INSTALLATION OF WATER TANK					
ITEM NO	DESCRIPTION	UNIT	SCHED QTY	RATE (Rand)	AMOUNT (Rand)
4,0	SECTION 4: CONSTRUCTION OF PLINTH & INSTALLATION OF JOJO TANK OR SIMILAR APPROVED				
4,1	SITE CLEARANCE				
4.1.1	Clear Vegetation and Grubing	m <sup>2</sup>	16,0		
4,2	Excavation and backfilling				
4.2.1	Soft excavation	m <sup>3</sup>	4,0		
4.2.2	Intermediate excavation	m <sup>3</sup>	2,0		
4.2.3	Hard excavation	m <sup>3</sup>	2,0		
4.2.4	Backfilling and compacting G5 material to 95% MOD AASHTO	m <sup>3</sup>	10,0		
4,3	Supply, deliver and install 5000L "jojo" water tank or similar approved				
4.3.1	Supply,deliver and install 5000L "jojo" water tank or similar approved including stay wires for anchoring on to the plinth	no.	1,0		
4.3.2	Construction of (3,5m x 3,5m x 1m high plinth)	no.	1,0		
TOTAL CARRIED FORWARD TO SUMMARY					

Initial: Authorized signatory/ies: .....

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Witness: .....

<b>MAKHADO LOCAL MUNICIPALITY</b>		
<b>CONSTRUCTION OF FENCING AT TSHIKUWI GRAVEYARD:</b>		
<b>BID NO.: 49 OF 2022</b>		
<b>SECTIONS</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
SECTION 1	PRELIMINARY AND GENERAL	
SECTION 2	SITE CLEARANCE, EXCAVATION AND FENCING	
SECTION 3	CONSTRUCTION OF ENVIROLOO BIO-TIOLET STRUCTURES	
SECTION 4	CONSTRUCTION OF WATER TANK STAND (PLINTH) AND PROVISION OF 5000L JOJO TANK	
	<b>SUB-TOTAL (A)</b>	
	<b>ADD 2,5% Contingencies</b>	
	<b>SUB-TOTAL ©</b>	
	<b>VAT 15%</b>	
	<b>TOTAL (CARRIED FORWARD TO FORM OF OFFER)</b>	

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**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**PART C3 SCOPE OF WORKS**

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## PREAMBLE TO SCOPE OF WORK

### General

The Standard Specification for all associated civil work shall be the SANS 1200 Standardized specifications.

### Scope

This Project Specification is set out in two portions:

Portion 1: PROJECT SPECIFICATION covers a general description of the project, the facilities available and the requirements to be met.

Portion 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS covers variations to the standardized specifications and particular specifications which are applicable to the contract.

### Status

Should any requirement of the Project Specification conflict with any requirement of the standardized or particular specifications, the requirements of the Project Specifications shall prevail.

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## **PORTION 1: PROJECT SPECIFICATION**

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

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The employer's objective is to deliver public infrastructure. To this end the investigation, design and construction of Fences at Tshikuwi Graveyard

#### **C3.1.2 OVERVIEW OF THE WORKS**

The work to be carried out includes the **CONSTRUCTION OF FENCES AT TSHIKUWI GRAVEYARD**

#### **C3.1.3 EXTENT OF WORKS**

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- (a) Erection of 750m Fence Tshikuwi Graveyard in Makhado Local Municipality.
  - 50mm diameter intermediate posts at 3.5m centres (2.4m high)
  - 76mm diameter corner posts (2.4m high)
  - 42mm diameter stays posts
  - 4mm wire strands between posts
  - 1800mm Razor Wire Mesh Class A Galvanised (150mm x 300mm)
  - 3 x rows Barbed Wire – Kalahari, 4 x 157mm FG type
  - 450 mm SQ x 800 mm Deep Mass Concrete foundations for corner and intermediate posts
  - 750 mm x 350 mm x 500 mm Deep Mass Concrete (Type for Gates and Straining Poles) and for stays posts
  - 150mm x 150mm base plate onto all post welded at the base and cast into concrete base
  - location and protection of existing services;
  - Supply and install 1 X (6m wide x 2m) high sliding gate
  - 2 X Enviro – loo toilets or similar approved
  - 5000L Jojo tank with plinth
  - Correction of defects in the Works in accordance with the requirements specified in the Contract documents.

#### **C3.1.4 LOCATION OF THE WORKS**

The site is located at Tshikuwi Cemetery in Makhado Local Municipality.

#### **C3.1.5 TEMPORARY WORKS**

No specific temporary works are envisaged.

### **C3.2 ENGINEERING**

#### **C3.2.1 DESIGN**

- (a) The Employer is responsible for the design of the permanent Works as reflected in the 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 EMPLOYER'S DESIGN**

The details of the Employers design are depicted on the drawings listed below and an outline description is provided in C3.1.2 and C3.1.3

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### C3.2.3 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

## C3.3 PROCUREMENT

### C3.3.1 PREFERENTIAL PROCUREMENT

#### C3.3.1.1 Requirements

The Contractor's attention is drawn to the following returnable schedules contained in Form 2.3.2. These documents contain all requirements with regard to preferential procurement.

### C3.3.2 SUBCONTRACTING

#### C3.3.2.1 Scope of mandatory subcontract works

The Contractor's attention is drawn to the fact that at least 0% of the tender amount must be sub contracted to local SMMEs from the VILLAGES or Ward in which the work is to be executed. All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible. The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor. All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

#### C3.3.2.2 Preferred subcontractors/suppliers

None

#### C3.3.2.3 Sub-contracting procedures

The ward councillor will introduce the contractor to potential sub contractors but it will be his responsibility to conclude a sub contract with the most suitable candidate/s

#### C3.3.2.4 Attendance on subcontractors

The contractor will be responsible to support the local sub contractor to an extent required to enable him to execute his responsibilities.

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**C3.4 CONSTRUCTION**

C3.4.1 WORKS SPECIFICATIONS

**C3.4.1.1 Applicable SANS 1200 Standardized Specifications**

- SANS 1200A: GENERAL REQUIREMENTS AND PROVISIONS
- SANS 1200 AB: ENGINEERS’S OFFICE
- SANS 1200C: SITE CLEARENCE
- SANS 1200 D: EARTHWORKS

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

**C3.4.1.2 Particular Specifications**

Particular specification PLI, pertaining to labour intensive construction, applies to this contract.

**C3.4.1.4 Variations and Additions to the SANS Standard Specifications**

Variations and additions to the following SANS Standard Specifications

**C3.4.2 PARTICULAR GENERIC SPECIFICATIONS**

C3.4.2.1 GENERAL

For the purpose of this Contract:

- where gender terms are used, it shall be applicable to both male and female.
- “VAT” shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

**C3.4.3 PLANT AND MATERIALS**

The Contractor is required to provide all plant and materials necessary to carry out the works as required. No additional allowances other than those already specified in the schedule of quantities shall be allowed for with respect to plant and materials.

**C3.4.4 CONSTRUCTION EQUIPMENT**

The Contractor is required to provide all equipment necessary to carry out the works as required. No additional allowances other than those already specified in the schedule of quantities shall be allowed for with respect to equipment.

**C3.4.5 EXISTING SERVICES**

C3.4.5.1 RESPONSIBILITIES

The Contractor:

- must make provision for the possible existence of numerous services within and in close proximity to the work areas;
- must obtain way leaves indicating the location of existing services from all affected service providers prior to the commencement of construction. The Contractor is to comply with the conditions of the way leaves received from the various service providers;
- must ensure the protection and integrity of all existing services exposed and encountered through the course of construction activities. Adequacy in terms of protection of existing services shall be at the discretion of the Engineer. The Contractor is to make good the protection of and any breakages to existing services. The Contractor is to record on as the built drawings the location of existing services or services which have been relocated during the Contract Period;

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- must inform the relevant service provider immediately (within 2 hours of the incident) such that procedures for the reinstatement of the service can be effected, should he damage or break an existing service (whether known or unknown);
- is responsible to provide his own equipment in order to determine the location of existing services.

#### C3.4.5.2 LOCATING EXISTING SERVICES

Existing known services, both underground and overhead, are indicated on the drawings, but the positions of existing services on the drawings are not guaranteed nor does the Employer or the Engineer accept any liability in this regard. The Contractor must liaise with all relevant local authorities to satisfy himself that all relevant services have been located. At the commencement of the contract, the Contractor must hand excavate a distance 0,5 metre on each side of the located service to expose it. The exposed service shall be identified and recorded on a drawing. A copy of the drawing with all known services shall be submitted to the Engineer before construction can commence. Once the exposed service is identified and recorded the excavation must immediately be backfilled. Re-excavation by hand at construction stage will not be measured in addition to normal trench excavation.

#### C3.4.5.3 PROTECTION, LOWERING, RAISING OR REROUTING OF SERVICES

Certain services encountered may have to be lowered, raised, rerouted or temporarily protected by the Contractor. Should the Contractor carry out such work, then the conditions of the service owner must be adhered to and their supervision and inspection of the work will be required. The Contractor will be reimbursed at the applicable rates in the schedule of quantities and/or at agreed rates. In the event of the service owner concerned electing to carry out such work, the Contractor is to ensure prompt payment in order to avoid delays. The Contractor will be reimbursed for such payments upon proof of settlement of the account.

#### C3.4.5.4 QUALITY REQUIREMENTS

The Contractor complies in full with the Employer quality requirements. During execution of the Tender no actions to provide the Works are implemented at any part of the site before the relevant quality control documentation is submitted and the Contract Manager accepts the procedures. The Contractor is responsible for the complete quality assurance requirements imposed on his Sub-contractors and suppliers, in terms of SANS ISO 9000 Series.

The Contractor is responsible to inspect, expedite, administer and monitor in a pro-active manner Sub-contractors and supplier's work and the enforcing of the terms and conditions of their Tenders, except where extraordinary circumstances warrant the inclusion of Employer's participation.

A Quality Control Plan (QCP), which includes hold points and an inspection plan are provided by the Contractor to the Contract Manager for all fabrication, supply (transport) and installation of components for approval prior to start of manufacturing. The Employer uses or modifies the Contractor's QCP's and this includes inspection hold points, dimensional checks, material quality checks, tagging procedure for items, etc. Contractor submits 3 (three) copies of his QCP to the Contract Manager for review and acceptance within 2 (two) weeks after tender award.

#### **Contractor's QA/QC responsibilities:**

All machinery, material and workmanship comply with the appropriate specifications and codes, and bear the official mark of such specifications and codes. All machinery and material is new and of the most suitable grade, and suitable to withstand and to operate satisfactorily under all possible climate and weather conditions which are reasonably expected at the Site. Such machinery and material is subject to inspection and/or test by the Supervisor, who is granted access by the Contractor and Sub-Contractor.

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The Contractor conducts a continuous programme of construction quality control for all work performed on the Site. All relevant inspections and tests are adequately documented and signed off by the Supervisor. The Contractor complies with any quality assurance procedures required by the Employer. The Supervisor monitors the Contractor's adherence to quality requirements independently. Any rejections by the Supervisor based on design, specifications, codes and the like is binding.

**Quality audits:**

The Employer reserves the right to perform quality audits at any time during the execution of the Works.

The Contractor gives 48 (forty-eight) hours notice (in writing) to the Supervisor, prior to testing. The Supervisor exercises the option to witness or not, such tests.

**Inspection authority:**

If an authorised inspection authority (AIA) is appointed and he is paid for by the Employer, in terms of the OHS act, the Contract Manager will compile and submits the scope of work for the AIA.

**C3.4.6 SITE ESTABLISHMENT**

**C3.4.6.1 Services and Facilities Provided by the Employer**

(a) *Water sources*

A reticulated potable water supply is available in the vicinity of the Site. The Contractor shall be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract. No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the rates and no separate compensation will be made for this.

(b) *Electricity supply*

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

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

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All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(c), be deemed to be included in the sums bid by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bid by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

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

- (d) *Sanitation*  
No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.
- (d) *Area for contractor's site establishment*  
The Contractor will be responsible to locate his own site for the purpose of a construction camp and will be responsible for obtaining all relevant permissions from the relevant authorities. He shall additionally be responsible for the provision (and cost thereof) of the other required facilities as detailed in this document, which includes but is not limited to the items as detailed below

**C3.4.6.2 Facilities Provided by the Contractor**

- (a) *Facilities for the Engineer*  
The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (if applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bid Preliminary and General items until the facility has been provided or restored as the case may be.
  - (i) *Office accommodation*  
No separate office is required for the Engineer or his Representative, but the Contractor must provide a suitable office desk with lockable drawers, an office chair and a lockable plan cupboard in one of his offices, for the exclusive use of the Engineer and his Representative.

The Engineer and his Representative shall be allowed free use of all the Contractor's site facilities.

The Engineer and the Engineer's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

**BIDDER:**  
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- (ii) Carports  
The Contractor shall provide on Site for the duration of the Contract, 2 carports for the sole use of the Engineer and his staff. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall be at least 20 m<sup>2</sup> and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Engineer's office.
- (iii) Site meeting venue  
The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six (6)** persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.
- (iv) Contract nameboards  
The Contractor shall provide, erect and maintain 1 contract nameboards at such positions and locations directed by the Engineer, which nameboards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

The Contractor shall keep the contract nameboards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

- (v) Survey equipment and assistants

Survey equipment

The Contractor shall, for the duration of the Contract, provide the following survey equipment for the exclusive use of the Engineer and his staff:

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

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

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(b) *Water*

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's bidded rates.

(c) *Electricity*

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's bidded rates and prices.

(d) *Sanitation*

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's bidded Preliminary and General Items.

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### C3.5 MANAGEMENT OF THE WORKS

#### C3.5.1 APPLICABLE SANS 1921 STANDARDS

The major portion of the scope of work is considered routine construction work. It is therefore expected that the Contractor shall make use of the services of small and micro enterprises for those portions of the works. These include site clearance, service location and protection, small scale excavation and small scale manhole/chamber construction.

The Standards applicable to this Contract shall be:

SANS 1921-1	2004	Part 1:	General engineering and construction works
SANS 1921-2	2004	Part 2:	Accommodation of traffic on public roads occupied by the contractor
SANS 1921-5	2004	Part 5:	Earthworks activities which are to be performed by hand

#### C3.5.2 PLANNING AND PROGRAMMING

##### a) Planning

The Contractor shall ensure that he delivers goods and services timeously, so as to not unnecessarily delay other contractors, service providers and suppliers.

##### b) Programming

The Contractor shall provide and regularly (maximum monthly) update a Contract Programme. The programme shall at minimum contain:

- 1) Time Scale (minimum):
  - Days, where the period does not exceed three months. Weeks, where the project period exceeds three months;
  - Months, where the period does not exceed one year; and
  - Years, where the project period exceeds one year.
- 2) Tasks: Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the area shall be grouped. Resources allocation and task dependency shall be indicated.
- 3) Start and Finish Dates: All tasks shall have specific start and finish dates.
- 4) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- 5) Progress Tracking: The Contractor shall be required to periodically indicate progress per task graphically and on a percentage basis.
- 6) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

In order to ensure a clear understanding, at the inception of the Contract, of the programming and documentation format requirements, the Contractor shall nominate a project programmer / planner for liaison during the Contract.

No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

The Contractor shall provide the Engineer with a method statement, with the programme, indicating the manner and sequence in which he intends to construct the works, for each work area. In the method statement the Contractor must address at least the following items:

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1. Sequence of the works for the relevant works area.
2. Target dates for the tasks identified in sequence of the works for the relevant works area.
3. Materials requirements.
4. Construction Plant to be used.
5. Services affecting construction
6. Any factors that could affect construction progress after commencement.

The method statement must be approved by the engineer before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor will be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position i.e. trenches cannot be excavated more than one day ahead of pipe laying, pipes more than one day in advance of manhole construction and finishing off etc. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme.

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

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

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

Where the Contractor's programme indicates completion beyond the official contract completion date, and the programme is accepted by the Engineer, such acceptance shall in no way whatsoever indicate the Engineer's acceptance of an extension to the contract period. Nor shall it be acceptable in terms of Clause 48 of the General Conditions of Contract as notification of an intention to claim. It shall, however, indicate that the Contractor has taken due cognizance of the completion date and of the consequent possible application of penalties.

The contractor is required to furnish a realistic programme showing the order of procedure and methods which he proposes to use in executing the Works within 7 days from the date of delivery of the letter of acceptance.

The contractor shall submit an updated copy of the programme at each site meeting clearly indicating actual versus scheduled progress.

### C3.5.3 SEQUENCE OF THE WORKS

The sequence of works to be executed shall be agreed between the Engineer and the Contractor.

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**MAKHADO LOCAL MUNICIPALITY:**

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C3.5.4 SOFTWARE APPLICATION FOR PROGRAMMING

The construction programme shall be completed in Microsoft ® Project Standard 2002 or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Engineer.

C3.5.5 METHODS AND PROCEDURES

The methods and procedures for the execution of the works shall be in accordance with the standard specifications and the variations and additions thereto.

C3.5.5.1 Features requiring special attention

(a) Site maintenance

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

(a) Testing and quality control

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

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

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

The Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, **additional** to those described above, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

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

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

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The costs of any **additional** tests required by the Engineer in terms of this clause, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(e) *Access to properties*

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(i) *Employment of local labour*

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

(j) *Monthly statements and payment certificates*

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

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

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

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Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Sub-clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(k) *Construction in restricted areas*

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment, nor any claim for payment due to these difficulties will be considered.

(l) *Notices, signs, barricades and advertisements*

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

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

(m) *Workmanship and quality control*

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

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

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

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

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**C3.5.5.2 Extension of time due to abnormal rainfall**

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

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

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The rainfall records at rainfall area Longitude: 28°59' and Latitude: 25°06' for a one year period as reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

	Jan	Feb	Mar	Apr	may	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mean (mm)	95,9	77,6	67,3	35,5	13,4	4,2	3,1	6	19,7	55,1	88,2	101,6

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

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- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Sub-clause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly; provided always that:
- (i) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
  - (ii) the 28-day period allowed to the Engineer in terms of Sub-clause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with sub-clause C3.4.2.6(a) above, provided always that
- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Sub-clause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
  - (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
  - (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
  - (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for  $N_n$  and  $R_n$ .
- (g) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

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- (h) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

**C3.5.6 PLANT AND MATERIALS**

**C3.5.6.1 Plant and Materials Supplied by the Employer**

The Employer shall not supply any plant or materials.

**C3.5.6.2 Materials, Samples and Shop Drawings**

- (a) *Samples*

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

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

**C4 GENERIC LABOUR INTENSIVE SPECIFICATION**

See Particular Specification PLI for Generic Labour-Intensive Specification.

**C5 HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN**

The Occupational Health and Safety Specification and Environmental Management Plan constitutes Volume 2 of this set of Contract Documents and addresses health and safety and environmental issues to be adhered to by the Contractor.

**C6 OCCUPATIONAL HEALTH AND SAFETY**

In terms of Construction Regulations 4 (1) (a) of the Occupational Health and Safety Act, Act No 85 of 1993, the Employer is required to compile an occupational health and safety specification for any intended project. The objective of this specification is to ensure that the principal Contractor entering into a contract with the Employer achieves and maintains an acceptable level of occupational health and safety performance. The specification provides the requirements that the principal Contractor and other contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible. The Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan.

**BIDDER:**

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**Witness:** .....





This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer’s occupational health and safety specification. In terms of Regulation 4 (2), the Employer and the principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence. The principal Contractor’s health and safety plan has to follow the framework in as laid out in the HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN, as a minimum.

**Measurement and payment ..... Unit: Sum**

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the Health and Safety Plan as per the Health and Safety Specifications contained in Volume 2 for the duration of the Contract. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved Health and Safety Plan. Additionally, the Contractor shall also be penalised in terms of Clause (30) of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2003).

**C7 ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Management Plan constitutes an integral part of the Project Specification and, as such, has been prepared by an environmental management consultant for implementation by the Contractor during the construction period.

**Measurement and payment ..... Unit: Sum**

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the Environmental Management Plan contained in Volume 2 for the duration of the Contract. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved Environmental Management Plan

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**MAKHADO LOCAL MUNICIPALITY:**  
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**Witness:** .....

**PARTICULAR SPECIFICATIONS**

**PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION**

**LABOUR BASED CONSTRUCTION METHODS**

Bidders must take into consideration that the following works may only be constructed using labour-based construction methods:

- a) Excavation to expose existing services.
- b) Hand excavation for poles
- c) Concrete mix

Where Bidders propose to use additional labour-based methods, the methods must be stated as well as the activities. It will reflect positively on the Bidder's bid if he should use more labour-based methods.

**PLI 1 SCOPE**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) trenches having a depth of less than 1,5 metres

**PLI 2 PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**PLI 3 HAND EXCAVATABLE MATERIAL**

Hand excavatable material is material:

**(a) Granular materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

**(b) Cohesive materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

(2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

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**MAKHADO LOCAL MUNICIPALITY:**

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**Table 1: Consistency of materials when profiled**

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**PLI 4 TRENCH EXCAVATION**

All hand excavate-able material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**PLI 5 COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

- (a) to 90 % Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10 % gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**PLI 6 EXCAVATION**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PLI 7 CLEARING AND GRUBBING**

Grass and small bushes shall be cleared by hand.

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....

**Witness:** .....

PLI 8 SHAPING

All shaping shall be undertaken by hand.

PLI 9 LOADING

All loading shall be done by hand, regardless of the method of haulage.

PLI 10 HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLI 11 OFFLOADING

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PLI 12 SPREADING

All material shall be spread by hand.

PLI 13 COMPACTION

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLI 14 GRASSING

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PLI 15 STONE PITCHING AND RUBBLE CONCRETE MASONRY

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

PLI 16 MANUFACTURED ELEMENTS

Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

**BIDDER:**

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**Witness:** .....

**SCHEDULES OF QUANTITIES**

**Note:** *Labour-intensive works must be highlighted in the schedules/bills of quantities for the payment items relating to labour-intensive works.*

*The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules/bills of quantities in the contract with the contractor:*

1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill 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.
  
2. 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.

The following payment items should be included in the bill of quantities:

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

**BIDDER:**

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**Initial:** .....

**Witness:** .....



**MAKHADO LOCAL MUNICIPALITY**

DEPARTMENT NAME: TECHNICAL SERVICES

CONTRACT NO: 49 OF 2022

**FOR: CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD**

**PART C4 SITE INFORMATION**

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....



**SITE INFORMATION**

**NATURE OF GROUND AND SUBSOIL CONDITIONS**

**SI 1 Site Location**

The location of the project is at Tshikuwi Cemetery in Makhado Local Municipality with location coordinates as follows:

23° 02.047' 00" S,  
29° 55.687' 00" E

**SI 3 Subsoil Investigations**

No geotechnical investigation was done for this phase of the project. Utilising visual inspection, the soil type may range between G7 and G9. The is also granitic rock close to the surface.

The Contractor shall therefore satisfy himself concerning all matters relating to the nature of the ground and subsoil conditions in terms of the General Conditions of Contract.

**SI 4 Available Reports**

No reports on previous studies undertaken in the area are available.

**SI 5 Services**

Approximate positions of existing services are indicated on the drawings. Exact positions of existing services must be confirmed on site prior to commencement of excavations. The contractor shall ensure that the positions of these services are correctly identified and all safety precautions are taken prior to excavation.

**SI 6 Facilities for Contractor**

*Accommodation*

No housing is available. The contractor shall make his own arrangements to house his employees outside of the boundaries of the site and transport them to the Works. The Contractor shall ensure that he complies with all the laws and regulations applicable to labour, accommodation and amenities and shall make his own arrangements with the authorities to house his employees.

*Sanitation*

See clause C3.4.6.2.

*Water*

See clause C3.4.6.2.

**SI 7 Electricity**

See clause C3.4.6.2.

**SI 8 Roads**

The Contractor shall provide and maintain, at his cost, any temporary access roads, deviations, gangways and drains as may be necessary for the proper execution of the Works and shall confine his transport to these roads and the roads indicated by the Engineer.

**SI 9 Security**

The Contractor shall be responsible for the security of his personnel, material and construction plant on and around the site of the Works and for the security of his camp, and the client will not consider any claims in this regard.

**BIDDER:**

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** Authorized signatory/ies: .....

**Initial:** .....

**Witness:** .....



**SI 10 Possession of Site**

The written order to commence the work will be deemed to give the Contractor possession of the site.

**BIDDER:**

**Initial:** Authorized signatory/ies: .....

**Witness:** .....

**MAKHADO LOCAL MUNICIPALITY:**

**Initial:** .....

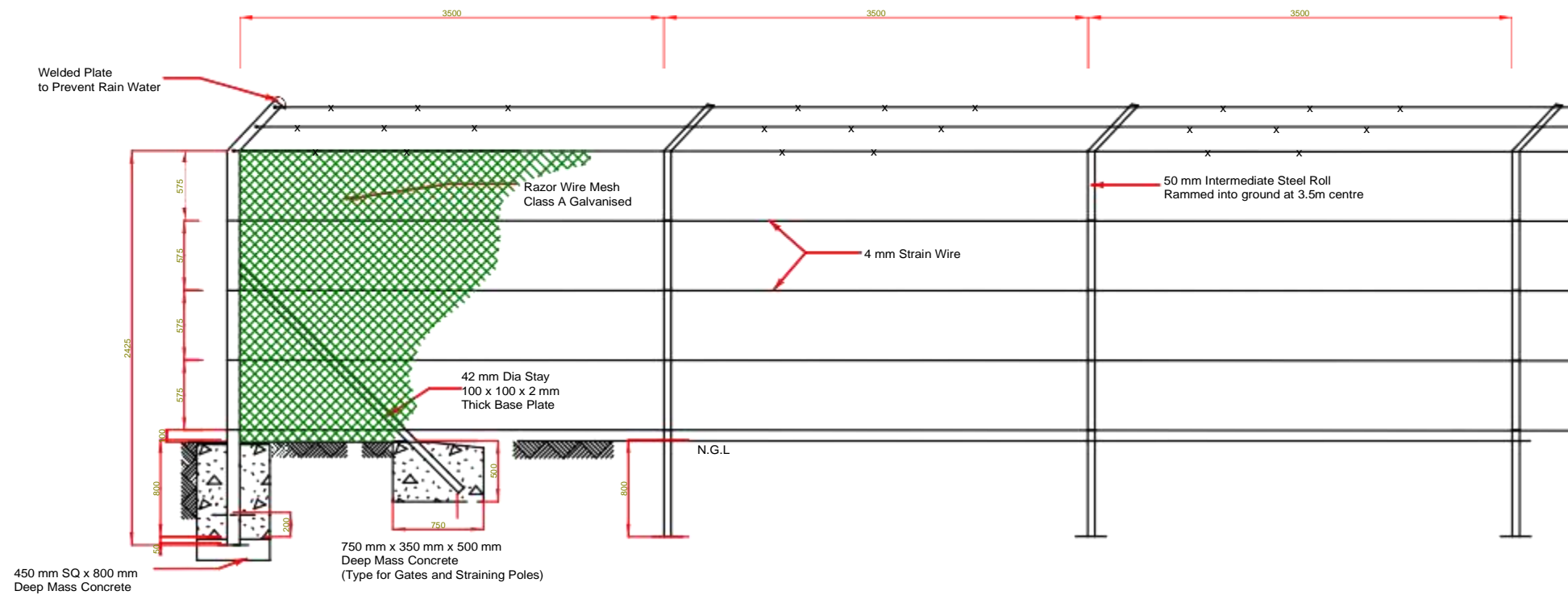




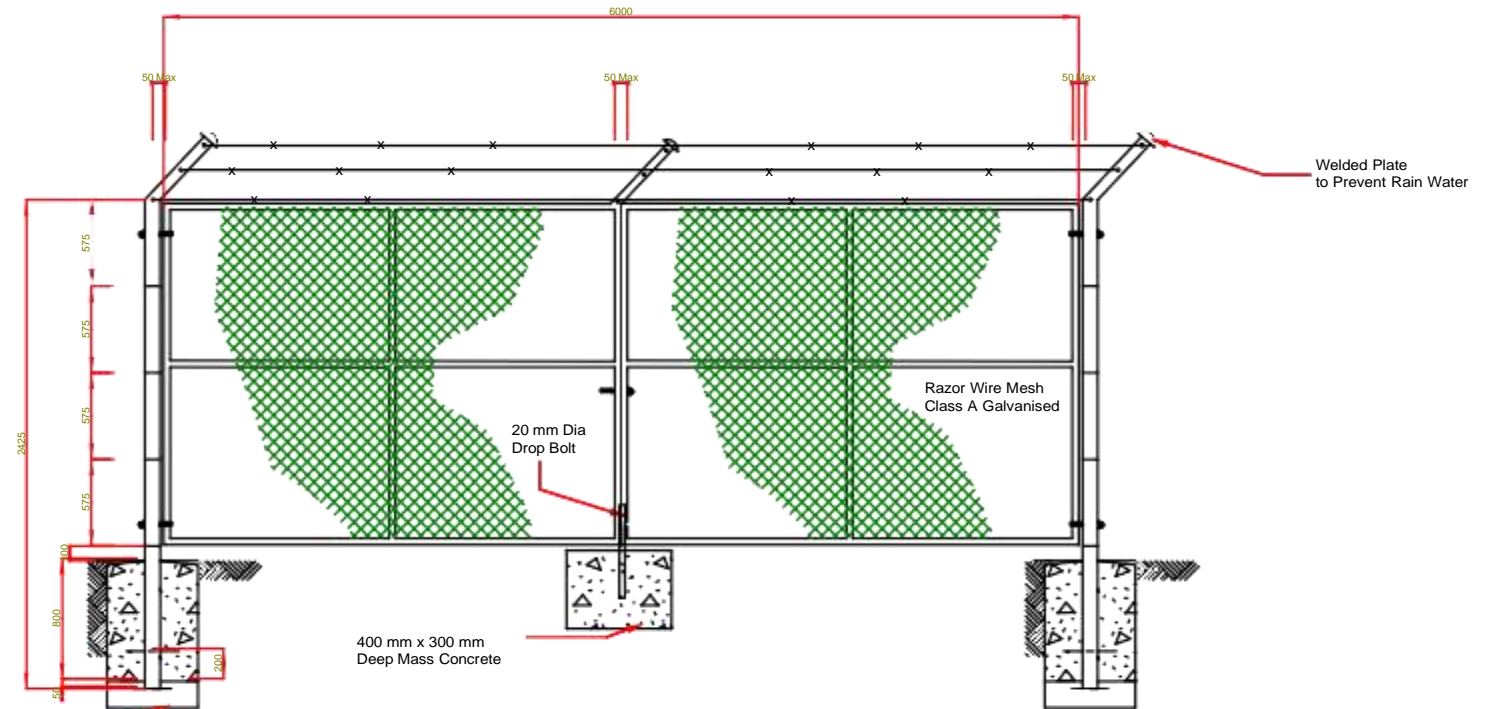
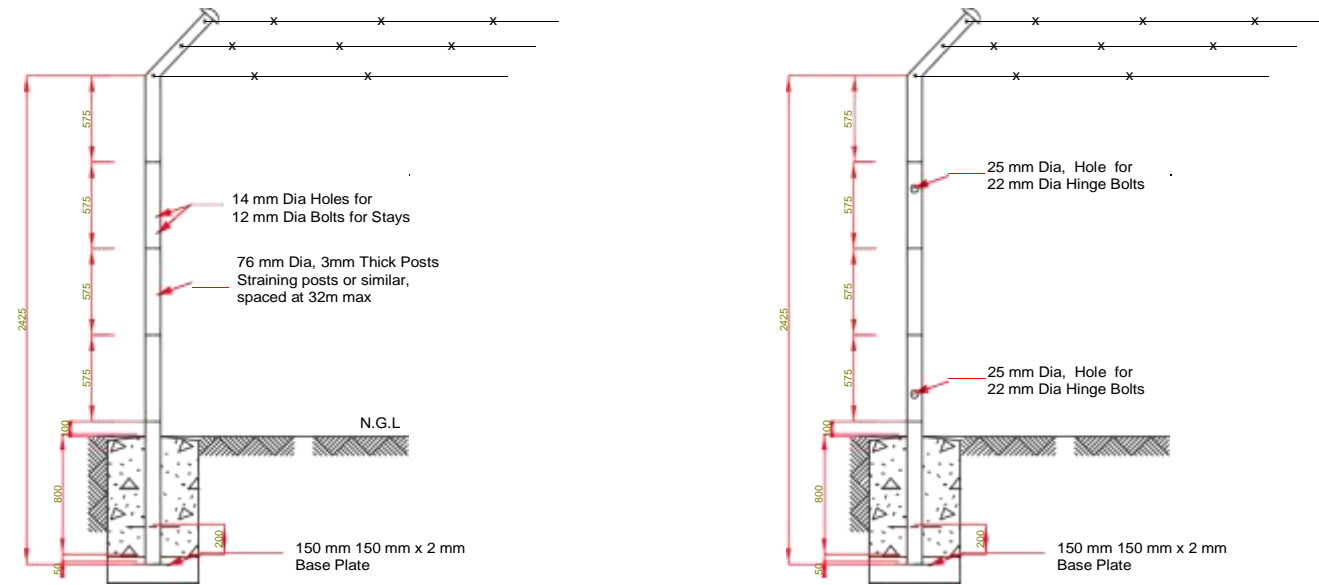
## CONTRACT 49 OF 2022

*CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD.*



## DRAWINGS

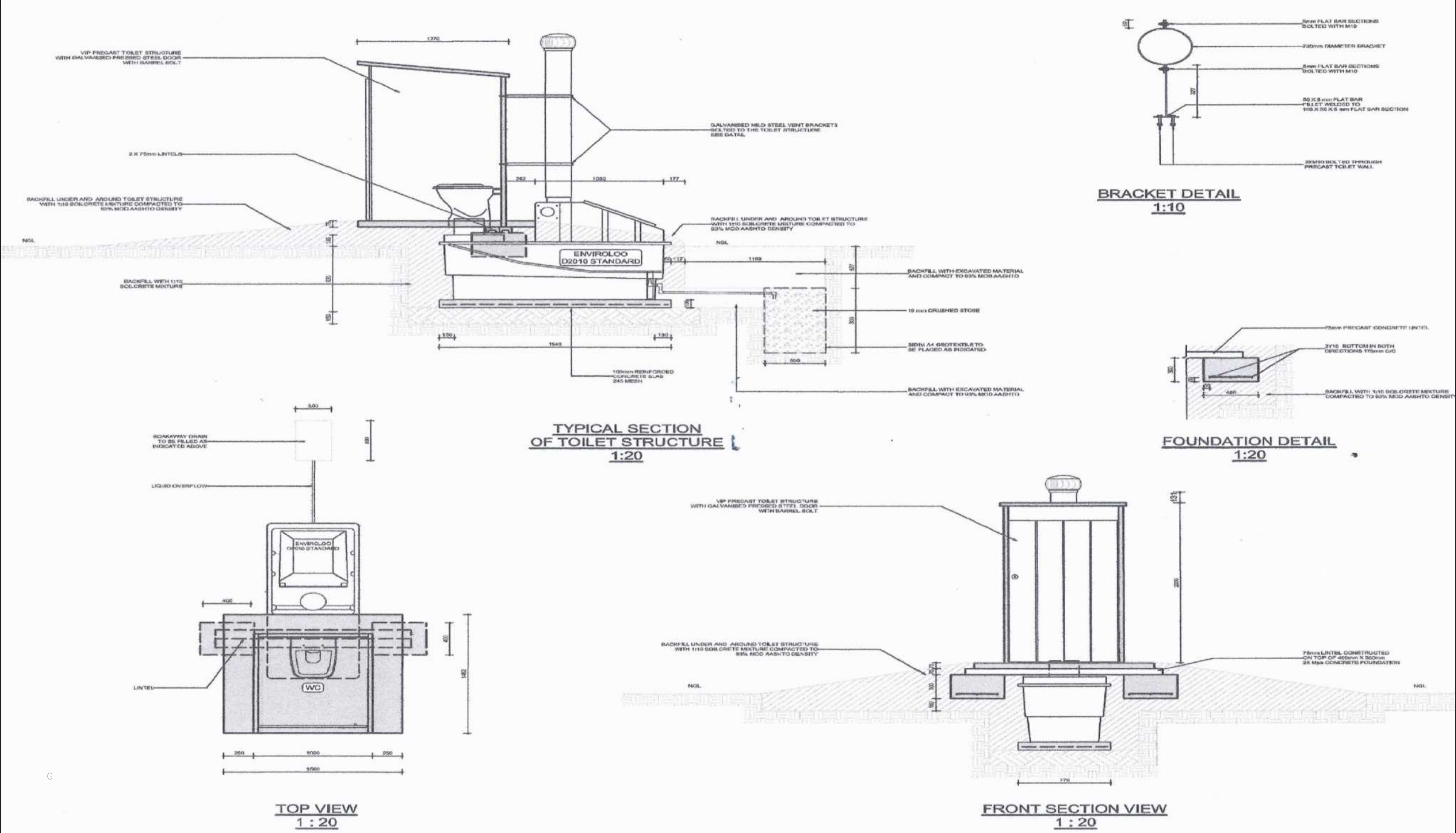


FENCE DETAILS ELEVATION



GATE DETAILS

 DIKGABO CONSULTING ENGINEERS	 MAKHADO MUNICIPALITY	PROJECT <b>CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD</b>	PLAN DESCRIPTION <b>FENCE DETAILS</b>	DESIGNED	M MNGADI			SCALE	<b>N.T.S</b>	
				DRAWN	M MNGADI			DATE	<b>AUGUST 2022</b>	
				CHECKED	F.RAKAU			DWG No	<b>FIGURE B</b>	
				CONS ENG		AMEND	DATE	DESCRIPTION	AMEND	



ENGINEER	CLIENT	PROJECT	PLAN DESCRIPTION	NOTES	CLIENT	SCALE												
 DKGABO ENGINEERING CONSULTANTS	 MAKHADO LOCAL MUNICIPALITY	<b>CONSTRUCTION OF FENCE AT TSHIKUWI GRAVEYARD</b>	<b>TOILET DETAILS</b>	CLIENT: _____ DRAWN: GBC DATE: _____ DRAWING MANAGER: FK DATE: _____ DESIGN ENGINEER: GBC DATE: _____ PR. ENG. No.: _____ REVIEW ENGINEER: FK DATE: _____ SCALE: NTS PROJECT MANAGER: _____	SCALE: N.T.S. DATE: MAY 2022 DRAWING No.: FIGURE C													
						1	2	3	4	5	6	7	8	9	10	11	12	A0