MAKHADO MUNICIPALITY



TENDER NO 69 OF 2022

CIDB GRADING: 5CE or HIGHER

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

TENDER DOCUMENT

OCTOBER 2022

NAME OF TENDERER:

TENDER SUM:

Prepared for:



Municipal Manager Makhado Municipality Private Bag X2596 LOUIS TRICHARDT 0920 Tel: (015) 519 3000 Fax: (015) 516 6145 Prepared by:

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Victory Development Project 14 Paul Kruger Street POLOKWANE 0699 Tel: (015) 291 3892 Fax: (086) 664 6282 Email: admin@victorydevelopment.co.za



MAKHADO MUNICIPALITY

TENDER NO: 69 OF 2022

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

THE TENDER

PART T1: TENDERING PROCEDURES PART T2: RETURNABLE DOCUMENTS



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

PART T1: TENDERING PROCEDURES

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CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE T1.1. TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from qualified Contractors for the Construction of Landfill Site Makhado and Recycling Centre (Additional Mega Cell and Stormwater Infrastructure) at Makhado Municipality within Vhembe District of Limpopo Province.

Qualified Contractors are only those that have a **CIDB Grading of 5CE or Higher**, with added advantage on Skills Programme for NQF Level 2, NQF Level 4 and NQF Level 5 for Labour Intensive.

The employer is Makhado Municipality.

Tender documents are obtainable from Procurement Office No. B043 Ground Floor, Civic Centre, 83 Krogh Street, Makhado, Telephone (015) 519 3129 upon receipt of non-refundable cash payment of R 1000.00 per set.

Tender documents are obtainable during the following times: 09:00 to 15:00 (Monday to Friday) as from Thursday, 13th October 2022.

Procurement queries related to these documents may be addressed to Mr. M Ramabulana or Ms. P Mudau, Tel No. (015) 519 3044/3024, Fax No. 015 516 6145 whilst technical queries can be addressed to Ms. DG Siboiboi or Ms. L Thulare, Tel No. (015) 519 3000, Fax No. (015) 516 6145.

A compulsory clarification meeting with representatives of the employer will take place on Friday, 14th October 2022. Prospective tenderers will meet the engineer not later than 10:00 at the T-Junction of Tshikota and Vivo Road(R522). **The Coordinates are: 23°03'33.40"S and 29°50'33.43" E**

The closing time for receipt of tender is not later than 12:00 on Tuesday, 8th November 2022 at Makhado Municipality Tender Box (at the foyer of the main entrance of the Civic Centre). Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. All tenders received will be opened in public in the Council Committee Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

Tenders, completed as prescribed, shall be sealed in an envelope marked

"**Tender No 69 of 2022**, Construction of Landfill Site Makhado and Recycling Centre (Additional Mega Cell and Stormwater Infrastructure) at Makhado Municipality within Vhembe District of Limpopo Province, at Makhado Municipal Office.

Tenders shall expire 8th February 2023

Tenderers should have appropriate CIDB grading.



MAKHADO MUNICIPALITY



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 13 October 2022 at non-refundable amount of R608.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free https://etenders.treasury.gov.za/content/advertised-tender or www.makhado.gov.za.

BID NO:	DESCRIPTION	COMPULSORY BRIEFFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
67 of 2022	Design, Printing, Supply and Delivery of Diaries, Posters and Calendars			Director Corporate Services: Mr SG Maguga or Mr NP Muthambi at 015 519 3000	Ref : 8/3/2/1911 Notice no: 126/2022	24 October 2022 at 12H00pm
68 of 2022	Rehabilitation of Vondeling landfill site	14 October 2022 at 11:00am at old vondeling landfill site (portion 7 of the farm Bergyleit 288LS next to Kutama Sinthumule prison	 CIDB grading OGCE or higher Attach three years audited financial statement (only for those who are required by-law) 	Director Technical Services: Ms DG Siboiboi or Ms L Thulare at 015 519 3000	Ref : 8/3/2/1912 Notice no: 127/2022	08 November 2022 at 12H00pm
69 of 2022	Construction of Landfill site Makhado and Recycling centre (Additional mega cell and stormwater infrastructure)	14 October 2022 at 14:30am at Makhado new landtill site. Tshikota location (Lat:23° 3' 33,40"S) (Long: 29° 50' 33,43"E)	CIDB grading O5CE or higher	Director Technical Services: Ms DG Siboiboi or Ms L Thulare at 015 519 3000	Ref : 8/3/2/1913 Notice no: 128/2022	08 November 2022 at 12H00pm
70 of 2022	Makatu to Tshikota access Road	17 October 2022 at 10:00am At intersection of road 523 (P278- 1) and entrance to Mphephu high school (Lat:22° 53' 5,91" S) (Long: 30° 09' 14,6" E)	CIEB grading 07CE or higher Attach three years aucited financial statement (only for those who are required by-law)	Director Technical Services: Ms DG Siboiboi or Ms L Thulare at 015 519 3000	Ref : 8/3/2/1914 Notice no: 129/2022	08 November 2022 at 12H00pm
71 of 2022	Rehabilitation of Breda Street	17 October 2022 at 14:30am Cnr Breda Street and Anderson Street (Lat: 23° 2' 4.48" S) (Long: 29° 54' 30.31" E)	 CIEB grading O6CE or higher Attach three years aucited financial stalement (only for those who are required by-law) 	Director Technical Services: Ms DG Siboiboi or Ms L Thulare at D15 5-9 3000	Ref : 8/3/2/1915 Notice no: 130/2022	08 November 2022 at 12H00pm

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

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

Bids which are late, incomplete, unsigned or submitted in pencil or by lelegraph or facsimile or electronically by e-mail, or not having the following docwments 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 certification.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database report.
- NB: Service provider must submit their certified BBBEE verification certificate from verification agency accredited by South African National Accreditation system (SANAS) or sworn affidavit.
- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database). A copy of a certified copy will not be accepted.
- ONLY TENDER NO: 70 OF 2022 MAKATU TO TSHIKOTA ACCESS ROAD:

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT WILL BE CONSIDERED. NOTE: ONLY A TENDERER

- Subcontracting a minimum of 30% to an EME or QSE which is at leas: 51% owned by black people including youth, women, people with disabilities, people living in rural areas or townships, and military veterans.
- A tender that falls to meet pre-qualifying criteria stipulated in this advert and tender document is unacceptable tender.

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

Civic Centre 83 Krogh Street MAKHADO

MR KM NEMANAME MUNICIPAL MANAGER

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T.1.2. TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data		
F.1.1	The empl	oyer is Makhado Municipality	
F.1.2	The Proje	ect Document issued by the employer consists of the following: IDER	
	Part T1:	Tendering procedures:	
	T1.1	Tender notice and invitation to tender	
	T1.2	Tender Data	
		Returnable documents	
	T2.1	Other Documents required for Tender Evaluation	
	T2.2	MBD Forms and Returnable Schedules required for Tender Evaluation	
	T2.3	Returnable Schedules that will be incorporated into the Contract	
	T2.4	Other Schedules and Documents that will be Incorporated into the Contract	
	THE CON	ITRACT	
	Part C1: C1.1 C1.1.A C1.1.B C1.1.C	Agreements and contract data Form of Offer and Acceptance Agreement in Terms of the Occupational Health & Safety Act Guarantee Form Agreement in Terms of the Mine Health and Safety Act	
	C1.1.D.	Appointment in Terms of Section 4 of the Mine Health and Safety Act	
	C1.1. F.	Agreement in Terms of the Mine Health and Safety Act	
	C 1.2	Contract Data	
	Part C2:	Pricing data	
	C2.1	Pricing instructions	
	-		
	C2.4	Calculation of Tender Sum	
	Part C3:		
	C3.1	Description of Works	
		Engineering	
		Procurement	
		Construction	
	C3.5	Management	
	C1.1.D. C1.1.E. C1.1.F. C 1.2 Part C2: C2.1 C2.2 C2.3 C2.4 Part C3:	Appointment in Terms of Section 4 of the Mine Health and Safety Act Mine Health and Safety Act No 29 Agreement in Terms of the Mine Health and Safety Act Contract Data Pricing data Pricing instructions Bills of quantities Summary of Bills of Quantities Calculation of Tender Sum Scope of work Description of Works Engineering Procurement Construction	



PROVINCE Subclause Data Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part 5: Annexures 5.1 Proforma Documents 5.2 Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) 5.3 Contract Drawings 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: Comparative offer means the Tenderer's financial offer after the a) factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Tender process; and Fraudulent practice means the misrepresentation of the facts in order c) 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 Quality (functionality) means the totality of features and d) characteristics of a product or service that bear on its ability to satisfy stated or implied needs F.1.4 The employer's agent is: Name: Victory Development Project Address: 14 Paul Kruger Street, Polokwane, 0699 Tel: (015) 291 3892 Fax: (086) 664 6282 E-mail: victoryce9@gmail.com/admin@victorydevelopment.co.za F.1.5 The Employer may accept or reject 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



PROVINCE	
Subclause	Data
	Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to
F.1.5.2	do so. The employer may not subsequent to the cancellation or abandonment of a Tender process or the rejection of all responsive Tender offers re-issue a Tender covering substantially the same scope of work within a period of six months unless only one Tender was received and such Tender was returned unopened to the Tenderer
F.2.	Tenderer's obligations
F.2.1	Eligibility Submit a Tender offer only if the Tenderer satisfies the criteria stated in the Tender data and the Tenderer, or any of his principals, is not under any restriction to do business with employer.
F.2.2	Cost of Tendering Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents Check the Tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a Tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Tender documents by reference.
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the Tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the Tender data, in order to take the addenda into account.
	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a single class grading for construction work, or by a contractor



Subclause	Data
	who is registered as a potentially emerging enterprise in terms of these regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client
	(a) is satisfied that such a contractor has the potential to develop and qualify
	to be registered in that higher grade; and
	(b) ensures that financial, management or other support is provided to that
	contractor to enable the contractor to successfully execute that contract are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that:
	1. Every member of the joint venture is registered with the CIDB or can provide
	proof of having registered;
	2. The lead partner has a contractor grading designation in the appropriate
	class of construction work; and 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
	appropriate class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory site inspection and clarification meeting are: Location: T-Junction of Tshikota and Vivo Road (Road R522). Coordinate are: 23°03'33.40"S and 29°50'33.43" E
	Date: Friday,14 th October 2022 Starting Time: 14h30
	Confirmation of attendance to be made at least one full working day in advance to:
	Name: Mr Alpheus Matshimbe
	Tel: (015) 291 3892 Fax: (086) 664 6282
	E-mail: victoryce9@gmail.com/admin@victorydevelopment.co.za
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
Г.2.У	Be aware that the extent of insurance to be provided by the employer (if any)
	might not be for the full cover required in terms of the conditions of contract
	identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.



Data Pricing the Tender offer 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. Show VAT payable by the employer separately as an addition to the Tendered total of the prices. Written request for rates adjustment can be made before the first payment certificate is prepared and paid. Tender Offer must remain unchanged after any adjustment has been made. All the adjustments must be subject to approval by the Employer. State the rates and prices in Rand unless instructed otherwise in the Tender data. 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
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. Show VAT payable by the employer separately as an addition to the Tendered total of the prices. Written request for rates adjustment can be made before the first payment certificate is prepared and paid. Tender Offer must remain unchanged after any adjustment has been made. All the adjustments must be subject to approval by the Employer. State the rates and prices in Rand unless instructed otherwise in the Tender data. 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
Tendered total of the prices. Written request for rates adjustment can be made before the first payment certificate is prepared and paid. Tender Offer must remain unchanged after any adjustment has been made. All the adjustments must be subject to approval by the Employer. State the rates and prices in Rand unless instructed otherwise in the Tender data. 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
certificate is prepared and paid. Tender Offer must remain unchanged after any adjustment has been made. All the adjustments must be subject to approval by the Employer. State the rates and prices in Rand unless instructed otherwise in the Tender data. 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
Not make any alterations or additions to the Tender documents, except to comply with instructions issued by the employer, or necessary to correct
all such alterations. Erasures and the use of masking fluid are prohibited.
Alternative Tender offers
Submit alternative tender offer only if a main tender offer, strictly in accordance with all the requirements of the tender document, 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 document with the alternative requirements the tenderer proposes.
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.
If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficiency 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.
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MAKHADO MUNICIPALITY

TENDER NO: 69 OF 2022

PROVINCE	
Subclause	Data
	Acceptance of an alternative tender offer will mean acceptance in principle of the offer.
	It will be an obligation of the contract for the tenderer, in the event that the
	alternative is accepted, to accept full responsibility and liability that the alternative
	offer complies in all respects with the employer's standards and requirements.
	The modified Pricing Data must include an amount equal to 5% of the amount
	tendered for the alternative offer to cover the employer's costs of confirming the
	acceptability of the detailed design before it is constructed.
F.2.14	Information and data to be completed in all respects
	Accept that Tender offers, which do not provide all the data or information
	requested completely and, in the form, required, may be regarded by the
	employer as non- responsive.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be
	shown on each tender offer package are:
	Location of tender box: at Makhado Municipality Tender no:69 of 2022
	Construction of Landfill Site Makhado and Recycling Centre (Additional Mega Cell and
	Stormwater Infrastructure) at Makhado Municipality within Vhembe District of Limpopo
	Province,
F.2.13. &	A two-envelope procedure will not be followed.
F.3.5	
F.2.15	Closing time for submission of tender offers is:
	12H00 on Tuesday, 08 th November 2022.
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers and postal
	tenders will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.17	The tendered lump sums and rates shall be final and binding irrespective of the
	total tender price (See C2.1.11).
F.2.18	Provide other material
E 0 40 4	
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-
F.2.18.2	responsive.
-	Dispose of samples of materials provided for evaluation by the
	employer, where required.



Subclause	Data
F.2.19	Inspections, tests and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender data.
F.2.20	Submit securities, bonds, policies, etc.
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.21	Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
F.2.22	Return of other Tender documents If so, instructed by the employer, return all retained Tender documents within 28 days after the expiry of the validity period stated in the Tender data.
F.2.23	Certificates Include in the Tender submission or provide the employer with any certificates as stated in the Tender data.
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance
	Certificate from the South African Revenue Services ("SARS") certifying that the
	tenderer's taxes are in order or that suitable arrangements have been made with
	SARS and proof of SARS TCS pin.
F.3.	The employer's undertakings
F.3.1	Respond to clarification Respond to a request for clarification received up to five working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.
F.3.2	Issue Addenda If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date that Tender documents are available until seven days before the Tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.



ROVINCE Subclause	Data				
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				
	The time and location for opening of tender offers:Time:12 hours on Tuesday, 08th November 2022.Location:Makhado Municipality Tender Box				
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.				
F3.4.2	Announce at the meeting held immediately after the opening of Tender submissions, at a venue indicated in the Tender data, the name of each Tenderer whose Tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Tender offer only.				
F.3.4.3	Make available the record outlined in F.3.4.2 to all interested persons upon request.				
F.3.6	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.3.9	 Arithmetical errors Check responsive Tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate 				



Subclause	Data
F.3.9.2	 shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices. Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical
	errors in the manner described in F.3.9.1.
F.3.11	The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the procurement policy clause C3.3.
	The financial offer will be scored using the following:
	$Ps = W_1 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where $Ps = Points scored for functionality and price of the bid/proposal W_1 = (1) 80 \text{ where the financial value inclusive of VAT of all} Pt = Rand value of tender under consideration$
	Prin = Rand value of the lowest acceptable tender
	Up to 100 minus W1 tender evaluation points will be awarded to tenderers who
	complete the preferencing schedule and who are found to be eligible for the
F0 40	preference claimed.
F3.13.	Tender offers will only be accepted on condition that:
	a) the tenderer is registered with the Construction Industry Development Board
	in an appropriate contractor grading designation;
	 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 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.
F.3.17	The number of paper copies of signed contract to be provided by the Engineer is the Original Contract plus three (3) signed copies.
	Labour Content:
	The minimum Labour content for this project shall be 10% Eligibility requirements
	A contract will only be entered into with a tenderer who has in his employment

MAKHADO MUNICIPALITY

TENDER NO: 69 OF 2022

Subclause	Data
	management and supervisory staff satisfying the requirements of the scope of work
	for labour intensive competencies for supervisory and management staff.
	Tender Qualification: Machinery and Labour-Intensive Contracts combined
	(a) The Contractor will have to provide His/her Administrative, Technically and
	Supervisory Team with a knowledge, experience and minimum qualifications
	for executing this type of Conventional plus Labour-Intensive Project. Staff
	that have participated in and graduated with fully satisfactory results from the
	training organized under EPWP (or other similar project under EPWP) are
	welcomed for the execution of the works.
	(b) Proper Cash Flow will be the requirement in this regard for at least two full
	working months;
	(c) Proposals for timely acquisition (own, lease, hire, etc.) of the following
	essential minimum equipment;
	For earthworks and pavement layers:
	One small or medium-size roller (hand, sit-on or tractor-drawn)
	One service truck or tipper truck or tractor-trailer combination
	One water bowser (towed or truck-mounted) or Watercart
	Grader 140H
	Roller
	Excavator
	TLB
	For Building Works:
	Concrete Mixer
	(d) The contractor will carry out the works using both Labour Based and
	Conventional Approach as described in the Conditions of Contract.



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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- T2.3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT...94

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1 LIST OF RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

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T2.1 (С	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	.22
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CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1. A. DECLARATION OF GOOD STANDING REGARDING TAX

		Tender No:							
SOUTH AFRICAN REVENUE SERVICES			C	Closin	ng Da	ate:	 		
	DECLARATION OF GOOD STAND			וחסא		глу	 		
	DECLARATION OF GOOD STAN	Ding	NLO/						
PARTICULARS									
1. Name of	Taxpayer/Tenderer:						 		
2. Trade Na							 		
3. Identifica	tion Number: (If applicable)								
4. Company	/ Close Corporation registration number:								
5. Income ⁻	Tax reference number:								
6. VAT reg	istration number: (If applicable)								
7. PAYE er	mployer's registration number: (If applicable)								
8. Monetar	y value of tender:						 		
	DECLARATI						 		
	DECLARATI	UN							
 I,									
SIGNATURE CAPACITY DATE <u>PLEASE NOTE:*</u> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.									
*Failure to complete the above information will result in the disqualification of the tender. (TENDERER TO SUBMIT AN ORIGINAL VALID TAX CLEARENCE CERTIFICATE AND PROOF OF SARS TCS PIN))F					



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1.B. FINANCIAL DETAILS, STATEMENTS, CSD REPORT AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree to furnish a copy of Audited Annual financial statement for 3 (Three) years for consideration by the Municipality.

2. CSD REPORT

I/We furnish the following information as a requirement to this Tender by the Municipality

3. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

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



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

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Financial Capability					
Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used				
up to R300 000	R24 000				
R1 000 000	R78 000				
R3 000 000	R240 000				
R5 000 000	R480 000				
R10 000 000	R900 000				
R30 000 000	R2 400 000				
R100 000 000	R7 800 000				

BANK RATING				
Bank Code Description of Bank Code				
A	Undoubted for the amount of enquiry			
В	Good for the amount of enquiry			
С	Good for the amount quoted if strictly in the way of business			
D	Fair trade risk for amount of enquiry			
E	Figures considered too high			
F	Financial position unknown			
G	Occasional dishonors			
Н	Frequent dishonors			

SIGNED ON BEHALF OF THE TENDERER

DATE:



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1. C. CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix or submit to this page either:

- i) Written proof of his/her registration with the CIDB as a Category 5CE or Higher Or
- ii) Written proof of his/her application to the CIDB for registration as a contractor in the Category listed above.

- 1. Failure to affix such documentation or request will be made by the Client within 48 hours as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- 2. Should this tender 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 by the time of award of the contract, then this tender will no longer be considered for the award of the contract.
- 3. The Client/his Representative will confirm all the CIDB Categories through the Website.
- 4. In case of Joint Ventures, Grading Calculator will be used.



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1.D. COMPANY REGISTRATION CERTIFICATE

The tenderer is to affix or submit to this page either:

- i) Written proof of his/her Company registration Certificate
- ii) Certified Copy of Company Registration certificate

- 1. Failure to affix or submit such documentation, a request will be made by the Client within 48 hours as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- 2. In case of Joint Ventures, both Certified Company Registration should be attached or submitted.



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1. E CERTIFIED COMPANY OWNERS IDENTITY BOOK

The tenderer is to affix or submit to this page:

i) Certified Copy/Copies of Company Owners Identity Document

- 1. Failure to affix or submit such documentation, a request will be made by the Client within 48 hours as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- 2. In the case of Joint Ventures, both Certified Owners Identity Document should be attached or submitted.



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.1. F PROOF OF COMPANY MUNICIPAL ACCOUNT/LEASE AGREEMENT OR PROOF OF

RESIDENTIAL ADDRESS BY TRADITIONAL AUTHOURITY, NOT OLDER THAN 3 MONTHS

The tenderer is to affix or submit to this page:

i) Copy of Municipal Accounts, Proof of Residential Address by Traditional Authority or Lease Agreement.

- 1. Failure to affix or submit such documentation, a request will be made by the Client within 48 hours as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- 2. In case of Joint Ventures, copies for both companies for Municipal Accounts, Proof of Residential Address by Traditional Authority or Lease Agreement should be attached or submitted.



T2.2. MBD FORMS AND RETURNABLE SCHEDULES FOR TENDER EVALUATION	
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CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.2.A MBD FORMS

MBD 4	:	DECLARATION OF INTEREST
MBD 5	:	DECLARATION FOR PROCUREMENT ABOVE R10
		MILLION (ALL APPLICABLE TAXES INCLUDED)
MBD 6.1	:	PREFERENCE POINTS CLAIM FORM IN TERMS OF
		THE PREFERENTIAL
		PROCUREMENT REGULATIONS 2011
MBD 6.3	:	PREFERENCE POINTS CLAIM FORM IN TERMS OF
		THE PREFERENTIAL
		PROCUREMENT REGULATIONS 2001 (PROMOTION OF SMALL BUSINESSES
MBD 6.9	:	PREFERENCE POINTS CLAIM FORM INTERMS OF THE PREFERENTIAL PROCUMENT REGULATIONS 2001 (PROMOTION OF ENTERPRISE LOCATED IN LIMPOPO PROVINCE
MBD 8	:	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	:	CERTIFICATE OF INDEPENDENT BID DETERMINATION



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

MBD 4

DECLARATION OF INTEREST

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

3. I N ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE MUST

BE COMPLETED AND SUBMITTED WITH THE BID.

3.1	Full Name:	
3.2	Identity Number:	
3.3	Company Registration Number:	
3.4	Tax Reference Number:	
3.5	VAT Registration Number:	
3.6 3.6.1	Are you presently in the service of the state* If so, furnish particulars.	YES / NO
3.7		YES / NO
3.7.1	If so, furnish particulars.	
MSC	M Regulations: "in the service of the state" means to be –	
(a)	 a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; 	
(b) (c)	a member of the board of directors of any municipal entity; an official of any municipality or municipal entity;	
(d)	an employee of any national or provincial department, national or provincial pul constitutional institution within the meaning of the Public Finance Management of 1999);	
1.1	the second second distance of the second	

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.



	TRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MI MWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRIC NCE	
3.8	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.8.1	If so, furnish particulars.	
3.9	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.9.1	If so, furnish particulars	
3.10	Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?	YES / NO
3.10.1	If so, furnish particulars.	
3.11	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO
3.11.1	If so, furnish particulars.	



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

CERTIFICATION

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

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

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

.....

Signature

Date

.....

Position

Name of Bidder



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing? *YES/NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.

.....

* Delete if not applicable

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

3.1	If yes, furnish particulars	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion	*YES/NO

*YES / NO



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....

CERTIFICATION

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

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

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

PROVE TO	D BE FALSE.
----------	-------------

•••••

Signature

Date

.....

Position

Name of Bidder



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

MBD 6.1

POINTS

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 1.2
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.3 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.
- 1.4 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:
- 1.3.1.1
 PRICE

 1.3.1.2
 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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

2. **DEFINITIONS**

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation

by an organ of state for the provision of services, works or goods, through price quotations,

advertised competitive bidding processes or proposals;

- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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

80/20 or 90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or 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 bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

6. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2

AND 5.1

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm

9.2 VAT registration number :.....

•

- 9.3 Company registration number :.....
- 9.4 TYPE OF COMPANY/ FIRM
- Dertnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

MAKHADO MUNICIPALITY



TENDER NO: 69 OF 2022

CELL	AND STORICT OF L	ON OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEC ORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMB IMPOPO PROVINCE RIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6	COMPA	ANY CLASSIFICATION	
	Manufa	cturer	
	Supplie	r	
	Profess	ional service provider	
	Other s	ervice providers, e.g. transporter, etc.	
	[TICK AF	PPLICABLE BOX]	
9.7	MUNIC	IPAL INFORMATION	
	Municip	ality where business is situated	
	Registe	red Account Number	
	Stand N	lumber	
9.8	TOTAL	NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINE	ESS?
9.9	comp contri	the undersigned, who is / are duly authorised to do so on behalf of the any/firm, certify that the points claimed, based on the B-BBE status level of bution indicated in paragraph 7 of the foregoing certificate, qualifies the any/ firm for the preference(s) shown and I / we acknowledge that:	
	(i)	The information furnished is true and correct;	
	(ii)	The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.	
	(iii)	In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;	
	(iv)	If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –	
		(a) disqualify the person from the bidding process;	
			~~~

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITN	ESSES:		
1.			
2.			SIGNATURE(S)OF BIDDER(S)
		DATE:	

ADDRESS:.....

.....

.....

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

MBD 6.3

POINTS

5.00

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 PROMOTION OF SMALL BUSINESSES

## NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17 (3) (c) of the Preferential Procurement Regulations makes provision for the promotion of small businesses within the preference point systems.

## 2. SPECIFIC GOAL ALLOCATED

The promotion of small businesses as defined in the National

Small Business Act, 1996 (Act 102 of 1996).

## 3. BID DECLARATION

Bidders who wish to claim points in respect of this goal must complete paragraph 5 below.

### 4. POINTS CLAIMED

Indicate whether the points allocated for this goal is claimed. Yes / No

## 5. INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES

- 5.1.1 Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996). Yes / No
- 5.1.2 If the response to paragraph 5.1 is yes, the following must be completed:
- **5.1.2.1** Sector or sub-sector in accordance with the Standard Industrial ...... Classification
- 5.1.1.2 Size or class.....
- 5.1.1.3 Total full-time equivalent of paid employees.....
- 5.1.1.4 Total annual turnover .....
- 5.1.1.5 Total gross asset value (fixed property excluded).....
- 5.1.1.6 Points claimed hereunder must be based on value added, excluding profit and overheads but including and not limited to local manufacture, packaging and distribution to this specific bid.

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

5.1.1.7 The purchaser shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

Percentage Value Added	Points Allocated	Points Claimed

5.1.1.8 Please furnish details of value added:

.....

.....

- 5.1.1.9 If required, the information supplied above must be substantiated by an external auditors certificate and the relevant documentation.
- 5.2 Indicate whether the company is actively involved in the promotion of small businesses, as defined in the National Small Business Act, 1996 (Act 102 of 1996), by subcontracting/ outsourcing any of the business functions of the company to local small businesses *inter alia* manufacturing, packaging, distribution etc. Yes / No
- **5.2.1** If the response in paragraph 5.2 is yes, paragraphs 5.1.1.1 to 5.1.1.5 as well as the following must be completed:
- **5.2.1.1** Specific business function(s) subcontracted/outsourced
- 5.2.1.2 Name of small business
  5.2.1.3 Address and telephone number of small business as well as contact person

.....

.....

**5.2.1.4** Points claimed hereunder must be based on outsourced business to small businesses as a percentage of annual turnover for the previous financial year(s).



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Percentage of Turnover	Points Allocated	Points Claimed

- **5.2.1.5** If required information supplied above must be substantiated by an external auditors certificate and the relevant documentation.
- **5.3** Total points claimed under par. 5.1.1.6 and 5.2.1.4 will not exceed the maximum of points allocated for this specific goal.

#### 6. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

#### WITNESSES:

1.	 SIGNATURE (S) OF BIDDER (S)
2.	

DATE: .....

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### MBD 6.9

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL POCUREMENT REGULATIONS 2001

### PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE

## NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

- 1. Regulation 17(3) (e) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.
- 2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the ..... Province. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

#### SPECIFIC GOAL

#### POINTS ALLOCATED

The stimulation of the Provincial economy by procuring locally

#### 4. **BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

#### 5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprisessituated within the borders of the ......Province is/are claimed.Yes / No

## 

#### **TENDER NO: 69 OF 2022**

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### 7. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical:	. Postal:
Telephone:	Fax:

Address of Head Office: Physical	Postal:
Telephone:	Fax:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-

(a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and

(b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

## WITNESSES:

1.	
2.	

SIGNATURE (S) OF BIDDER (S)

ΝΔΤΕ
DATE

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

MBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If a furnich particulars,		
	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of	Yes	No
	Is the bidder or any of its directors listed on the Register for Tender	Yes	No



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

<ul> <li>4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</li> <li>4.3.1 If so, furnish particulars:</li> <li>Item Question Yes</li> <li>4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</li> <li>4.4.1 If so, furnish particulars:</li> <li>4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</li> <li>4.7.1 If so, furnish particulars:</li> </ul>				
Item       Question       Yes         4.4       Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?       Yes         4.4.1       If so, furnish particulars:       If so, furnish particulars:         4.5       Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?       Yes	4.3	(including a court of law outside the Republic of South Africa) for fraud or	Yes	No
<ul> <li>4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</li> <li>4.4.1 If so, furnish particulars:</li> <li>4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</li> </ul>	4.3.1	If so, furnish particulars:		
taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? <ul> <li>4.4.1</li> <li>If so, furnish particulars:</li> </ul> 4.5         Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?         Yes           Image: transmission of the perform on or comply with the contract?         Image: transmission of the perform on the performance performs the performance performance performs the performs the performance	Item	Question	Yes	No
any other municipality	4.4		Yes	No
<ul> <li>4.4.1 If so, furnish particulars:</li> <li>4.5 Was any contract between the bidder and the municipality / municipal Yes entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</li> </ul>		any other municipality		
entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	4.4.1			
on account of failure to perform on or comply with the contract?	4.5		Yes	No
4.7.1 If so, furnish particulars:				
	4.7.1	If so, furnish particulars:	1	

## CERTIFICATION

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

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

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

 	 • • • • • • • • • • • • •

SIGNATURE

DATE

.....

.....

.....

POSITION

NAME OF BIDDER

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

MBD 9

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:______that:

(Name of Bidder)

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

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### MBD 9

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

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



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### MBD 9

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

Signature	Date
Position	Name of Bidder



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## T2.2. B.EVALUATION CRITERIA

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

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

## First (1) Stage – Administrative Compliance

Bidders must comply with the following administrative requirements and non-complying bidders will be considered as nonresponsive and will be disqualified for further evaluation.

- Original valid Tax Clearance Certificate with a SARS PIN
- Company Registration Certificate
- 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 as mentioned above
- Certified copy of BBBEE Certificate or Sworn affidavit
- Audited Annual Financial Statements for 3 years
- Attach CSD Report
- Attendance of Compulsory Briefing Session
- 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
- Late Submission of Tender Document
- Submission by telegraph, facsimile, emailing



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Second (2) Stage – Functionality (70 points allocation).

Goals at which points should be allocated:

Bidders must score a minimum of 70% or 70points for functionality to qualify for further evaluation.

## TABLE B1: REPUTATION AND REFERENCES

(F	TARGET GOALS Name reference with contact details Previous 3 years, successfully completed projects of similar nature)	MAX POINTS TO BE SCORED	POINTS CLAIMS BY TENDERER	ALLOCATED POINTS
1.		8		
2.		8		
3.		8		
4		8		
5		8		
	B-TOTAL TABLE 1 : REPUTATION AND ERENCES	40		

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

5CE=8 4CE=6 3CE=4 2CE=2



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## TABLE B2: FINANCIAL CAPACITY

	TARGET GOALS		Points Claimed by Tenderer	Allocated Points
1.	Tenderer submitted banking details proof attached	2		
2.	Bank rating of "C" or better	5		
3.	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
	SUB-TOTAL 2: FINANCIAL CAPACITY	10		

#### TABLE B3: EXPERIENCE AND QUALIFICATION OF KEY STAFF Table B3.1 Experience

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

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



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE TABLE B3.2 QUALIFICATIONS

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

## CV's and Certified Qualifications should be attached.

## TABLE B4: PLANT AND EQUIPMENT

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1.	Grader (2 no)	4		
2.	TLB (2 no)	1		
3.	Excavators (2 no)	2		
4.	Water Cart (2 no) (10 000 litre)	2		
5.	10 m³ Tipper Trucks (8 no)	8		
6.	Vibratory Roller 12 ton(1 no)	1		
7.	Pad Foot Roller 8 ton (1 no)	1		
8.	LDV (2 no)	1		
	Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a

successful bidder. The hiring company should also provide proof of ownership for such plants. For hiring , tenderers will only receive 50% of the full points for plant and equipment.

#### TABLE B5: SUMMARY

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE FIRM:			
TABLE B1	40		
FINANCIAL REFERENCES: TABLE B2	10		
EXPERIENCE OF KEY STAFF: TABLE B.1	15		
QUALIFICATION OF KEY STAFF: TABLE B3.2	15		
PLANT AND EQUIPMENT: TABLE B4	20		
TOTAL	100		

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

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

**The Third (3) Stage** of the evaluation will be based on Price (80) and Preference points for B-BBEE Status Level of Contribution (20).

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

(points claimed in respect to the above paragraph must be in accordance with the table reflected above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency Accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINTS SYSTEM

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERED	ALLOCATED POINTS
PRICE	PRICE	80		
PR	SUB-TOTAL	80		
	1	20		
	2	18		
	3	16		
EVEL	4	10		
B-BBEE LEVEL	5	8		
B-BB	6	6		
	7	4		
	8	2		
	SUB-TOTAL	20		
	TOTAL	100		



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **T2.2 C. CERTIFICATE OF AUTHORITY**

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

A Company

B Partnership

C Joint Venture

D	Sole Proprietor

E Close Corporation

## A. Certificate for company

I,	, chairper	son of the board of directors of
	, hereb	y confirm that by resolution of the board (copy attached)
taken on	20, Mr/Mrs	acting in the capacity
of	, was	s authorised to sign all documents in connection with this
tender and any con	tract resulting from it on behalf	of the company.
As witness		

1	
	Chairman
2	
	Date

## B. Certificate of partnership

We, the undersigned, being the key	partners in the business trading ashe	reby
Authorise Mr/Mrs	, acting in the capacity	
of	to sign all documents in connection with the tender for	
Contract	and any contract resulting from it on our	
behalf.		



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

NAME	ADDRESS	SIGNATURE	DATE

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

#### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....,acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

	Address	Authorizing	
Name of Firm	Address	Signature	Name
Lead Partner			

#### D. Certificate for sole proprietor

I,	, hereby confirm that I am the sole owner of the
business trading as	
As Witness:	
1	
	Signature: Sole owner
2	
	Date



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as	hereby
authorise Mr/Mrs	

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **T2.2 D. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that	(Tenderer)
of	(address)
was represented by the person(s) named below at the cor	
at(location),onat.	· · · ·
We acknowledge that the purpose of the meeting was to a	acquaint ourselves with the site of the works and
/ or matters incidental to doing the work specified in the te	ender documents in order for us to take account
of everything necessary when compiling our rates and price	ces included in the tender.
Particulars of person(s) attending the meeting:	
Name	Signature
Capacity	
Name	Signature
Capacity	

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name	Signature
Capacity	Date &Time



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **T2.2 E. SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed	Date
Name	Position
Tenderer	



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE SUB-CONTRACTING UNDERTAKING
LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR
(Copy as many as necessary)
Contract Number:
From: (Name and address of Sub-contractor)
To: (Name and address of Contractor)
The undersigned undertakes to *perform work/provide services/supply goods in connection with the
above Contract as a *close corporation/sole proprietor/partnership/company and is prepared to perform
in connection with the above-named Contract as Sub-contractor to the Contractor, the following
*work/provide the following services/supply the following goods:
*(delete that which is not applicable)
for an estimated amount of R
of any agreement made between us for the purpose of the Contract which agreement shall include the
General Conditions of Contract and relevant Special Conditions that govern this Contract.
Signature:
Name:
Designation:
Date:
who duly warrants that he/she is authorised to sign this letter?



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### T2.2 F. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

## NB: Proof of Ownership of Plant to be submitted with tender.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

NB: A letter from the Plant Hire confirming the Pre-Agreement with your firm regarding supply of the above-mentioned machinery should be attached.

Signed	Date
Name	Position
Tenderer	





## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## T2.2 G. SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last five (5) years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed	Date
Name	Position
Tenderer	



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **T2.2. H RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed	Date
Name	Position
Tenderer	



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **T2.2. I DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....





# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## T2.2.J. CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

- (a)Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

Exceed a maximum of 15 % of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT): .....% (insert percentage).

ESTABLISHMENT OVER AND ABOVE ITEM 13.01 (see item B13.01)		
ITEM PORTION OF RATE OR VALUE (RANDS) SUM (R)		VALUE (RANDS)
TOTAL VALUE		

SIGNED ON BEHALF OF TENDERER: .....

#### Note to Tenderer:

If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item 13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## T2.2. K CERTIFICATE OF NON-COLLUSIVE TENDER

## 1. IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above. In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

## 2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## T2.2.L. JOINT VENTURE DISCLOSURE FORM (WHERE APPLICABLE)

- NOTE 1 This form need only be completed in the event of a Joint Venture submitting this bid.
- NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.
- NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:
  - a) The Contributions of capital and equipment;
  - b) Portions of the Contract to be performed by the partner's own resources; and
  - c) Portions of the Contract to be performed under the supervision of each Partner.
- NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.
- 2.2.1 Joint Venture Particulars

Name

Postal Address

Physical Address		
Telephone		
Fax		
Name of authorized representative		

2.2.2. Identity of Partner No. 1

Name	
Postal Address	
# MAKHADO MUNICIPALITY



#### **TENDER NO: 69 OF 2022**

CONSTRUCTION OF STORMWATER INFRA PROVINCE	LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND ASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO
Physical Address	
Telephone	
Fax	
Contact Person	
2.2.3 Identi	ty of Partner No. 2
Name	
Postal Address	
Physical Address	
Telephone	
Fax	
Contact Person	
2.2.4 Identi	ty of Partner No. 3
Name	

Postal Address	
Physical Address	
Telephone	
Fax	
Contact Person	

2.2.5	Description of the role of the partners in the joint venture
Partner No. 1:	
Partner No. 2:	

# 



#### **TENDER NO: 69 OF 2022**

	<b>IWATE</b> F		IADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND KHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO
Partne	er No. 3:		
2.2.6	.2.6 Ownership of the joint venture		
	(i)	Ownership percentage(s)	Partner No. 1%
			Partner No. 2%
			Partner No. 3%
	(ii)	Partner percentage in resp	ect of:
		a) Profit and loss sharing:	Partner No. 1%
			Partner No. 2%
			Partner No. 3%
		b) Initial capital contribution	on Partner No. 1 R
			Partner No. 2 R
			Partner No. 3 R
	(iii)	Anticipated on-going capita	I contributions:
			Partner No. 1 R Partner No. 2 R
			Partner No. 3 R
	(iv)	Contributions of equipmer Provided by each partner:	nt (specify types, quality and quantities of equipment) to be
	Partne	r No. 1	
	Partne	r No. 2	
	Partne	r No. 3	
2.2.7		Recent contracts perform ventures	ed by partners in their own right or as partners in other joint
	a)	Partner No. 1	
	(i)		

# MAKHADO MUNICIPALITY



#### **TENDER NO: 69 OF 2022**

# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

(ii)	
(iii)	
(iv)	
(v)	

b) Partner No. 2

(i)	
(ii)	
(iii)	
(iv)	
(v)	

c) Partner No. 3

(i)	
(iv)	
(v)	

2.2.8

### Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing
b) Authority to enter into contracts on behalf of the Joint Venture

# 



#### **TENDER NO: 69 OF 2022**

	IWA	TER		ANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO
			c)	Signing, co-signing or collateralizing of loans
			d) 	Acquisition of lines of credit
			e)	Acquisition of demand bonds
			f) Neg	otiating and signing of labour agreements
2.2.9	Ма	inag	ement	of the performance of the Contract
	(Fil	ll in t	he nam	ne and firm of the responsible person)
	a)	Su	pervisio	on of field operations
	b)	Мај	or purc	hasing
	c)	Esti	imating	l
	d)	Тес	hnical	management
2 2 10	Ма	nad	omont	and control of the joint venture
2.2.10		_		
	a)		identify	/ the managing partner



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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

Partner No. 3:....

.....

c Describe the management structure for the joint venture's work under this Contract:

-

Management Function/Designation	Name	Partner

#### 2.2.11 Personnel

г

a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

# 



#### **TENDER NO: 69 OF 2022**

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:....
- c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:....
- d) State the name of the individual who shall be responsible for hiring Joint

Venture employees:....

e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

#### 2.2.12 Services

List the firms who provide the following services:

Service	Name	Contact Person	Tel. No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

### 2.2.13 Control and structure of the Joint Venture

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

.....

.....

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

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books,



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of:

	(the Joint Venture)
ę	Signature:Print Name:
N	ame:
ŀ	Address:
Т	elephone:
[	Date:
D	uly authorized to sign on behalf of:
S	Signature:Print Name:
1	Jame:
ŀ	Address:
Telep	hone:
Date	
Duly	authorized to sign on behalf of:
	(Partner No. 2)
	Signature:
	Name:
	Address:
	Telephone:
	Date:



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Duly authorized to sign on behalf of:

			ner No
)			
	Signature:	Print Name:	
	Name:		
	Address:		
	Telephone:		
	Date:		



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

T2.2. M COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach to this Form evidence that he is registered and in Good Standing with a compensation insurer who is approved by Department of Labour in terms of section 1010 of the Compensation for Injury and Disease Act (COIDA) (Act 130 of 1993).

The works will also be carried out using the Construction Regulations Act( Act 85 of 2003

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

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

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in the Municipality Terminating a Contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's Misrepresentation.



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE T2.2. N PEOLUPEMENTS IN TERMS OF COVERNMENT'S RECONSTRUCTION AND DEVELOPMENT

T2.2. N REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

#### N1 General

The employer requires the active participation of the Contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

#### N2 Definitions

N2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs,EME( Exempted Micro Enterprise) or QSE( Quality Small Enterprise)

N.2.2 Affirmable Business Enterprise (ABE), EME, QSE

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respects of Contractors who mainly perform Civil Engineering Services.
  - 2) R2,5 million in respect of labour-only subcontractors
  - 3) R10 million in respect of Manufacturers
  - 4) R15 million in respect of Suppliers
  - 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.
- N.2.3 "Historically Disadvantaged Individuals (HDIs)" means all South African Citizens
  - 1. who had no franchise in national elections prior to the introduction of the 1983 and

1993 constitutions;

2. women,

Persons who obtained South African Citizenship after the first democratic election in April 1994,

cannot qualify for preference as an HDI.

N2.4 Target values

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:	5%
ABE/EME or QSE support	:	10%
HDI = Staff	:	10%

(b) The value of the following item expressed as a percentage of the total number of supervisory

staff employed on the contract, as proposed by the tenderer in his tender. In this contract

the minimum target value shall be:

HDI Supervisory Staff: 10%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

### N3 Preferential Procurement Point System Policy

The Municipality Procurement Policy is included under section C3.3 Procurement.



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# N4 Contract Participation Performance (CPP)

N4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent

to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender.

Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of

the Preferential Procurement Point System Policy.

N4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

No payment will be done if these forms are not submitted with the payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

#### N5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## **T2.2. O QUALITY ASSURANCE PROGRAMME**

Bidder to submit details here below of his Quality Assurance Policy whereby he shall demonstrate that he has the following:

- (a) An Operating Quality Management System based on SABS/ISO 9001: 2000 international standards, if not, state alternative.
- (b) Proof of Quality Assurance Co-ordination.
- (c) Proven technical capabilities and resources to ensure Quality Management.
- (d) A recent assessment/audit report on his Quality Management and Quality Control System(s).

Contractor's details with respect to items a), b), c) and d):

SIGNATURE OF BIDDER ......DATE

.....



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE T2.2. P: INSURANCE STATEMENT

# BIDDER'S DECLARATION OF INSURANCES

I/We hereby declare that the insurances enumerated below have been affected by me/us.

I/We further declare that all premiums in respect of the insurances are fully paid up to date.

Cover Effected	Insurer and Policy Number	Expiry Date	Limits of Indemnity / Sums Insured	Deductibles
Contractor's All Risks				
Occupational Injuries and Diseases				
Unemployment Insurance				
Motor Vehicle Insurance				
Other:				

We submit herewith a letter of good standing from the Workman's Compensation Commissioner in respect

of Occupational Injuries and Diseases Insurance.

Bidder:

.....

Signature of Bidder

Print Name of Signatory

.....

Capacity



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# RDP1(E) SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 5%, Note: A minimum value of 100% of this 5% target value should be obtained from Local Labour content.

Type of Labour	Man-days	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

(1) Labour is defined as hourly paid personnel or personnel paid per task.

(2) The penalty for non-compliance during the contract or for fraudulent disclosure

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



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### RDP2(E) EMPLOYMENT OF ABE'S, EME OR QSE

Target values of work to be executed by and goods & services to be procured from the above mentioned shall be **10%**.

		Item		Value	
Schedule Item No	Name of ABE,EME or QSE	Description/ Goods & Services to be provided	Rands (Excl VAT)	% of Tender Sum (Excl VAT)	
TOTAL					

Notes to tenderer:

- 1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined On the specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed.
- 2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
- 3. The penalty for non-compliance during the contract or for fraudulent disclosure.
- 4. The tenderer should list activities or items He/she wishes to Subcontract to the value of 30% of the Contract amount excluding Contingencies and VAT(15%)

SIGNED ON BEHALF ON THE TENDERER .....



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

#### Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representative at directorship level.

SIGNED ON BEHALF OF THE TENDERER .....



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

### RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be **10%**.

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

### (Note: The Curriculum Vitae of each staff member proposed to be attached at 2.3A with

relevant qualifications and traceable experience)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDIs as percentage of total ......%

#### Notes to tenderer:

- 1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
- 2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

#### RDP5(E) ABE (AFFIRMABLE BUSINESS ENTERPRISE) DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE, EME OR QSE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

An example of the SMME/PDI Declaration Affidavit is given.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE RDP6(E) GENERIC TRAINING

Name of Training Institution: .....

Name of Programme: .....

Trainer's Name	Qualification	Subject

#### Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training

is to be delivered.

SIGNED ON BEHALF OF THE TENDERER.....



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training

is to be delivered.

SIGNED ON BEHALF OF THE TENDERER.....



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

RDP8(E) ENGINEERING SKILLS TRAINING

Name of Training Institution:

Name of Programme: .....

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training

is to be delivered.

SIGNED ON BEHALF OF THE TENDERER .....



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE T2.3.A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply the Project Team for this contract and include curriculum vitae of key personnel.

These curricula vitae shall provide evidence of relevant experience of the key staff.

The personnel included here shall be used on the project unless otherwise agreed by the engineer.

**Contract Manager's** qualifications should be attached and traceable experience of this personnel will

be essential.

**The Site Agent's** qualifications should be attached and failing will lead to a project being suspended until such personnel with those qualifications is found to be part of the project. Also traceable experience of this personnel will be essential.

**Foreman's** qualifications should be attached and failing will lead to a project being suspended until such personnel with those qualifications is found to be part of the project. Also traceable experience of this personnel will be essential.

**Safety Officer** should also attach acceptable and minimum qualifications to be able to run OHS successfully in this project. Also traceable experience will be essential,



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# MANAGEMENT AND KEY STAFF EXPERIENCE

# 1. CURRICULUM VITAE OF CONTRACT MANAGER

Name:	Date of Birth:		
Profession:	Nationality:		
Qualifications:			
Professional Registration Number:			
Name of Employer (Firm):			
Current Position:	Years with the firm:		
Employment Record: (List in chronological order sta	ting with earliest work experience)		
Experience Record Pertinent to Required Service			
Certification			
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.			
Da	ate:		
[Signature of person named in schedule]			



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# 2. CURRICULUM VITAE OF SITE AGENT

Name:	Date of Birth:	
Profession:	Nationality:	
Qualifications:		
Professional Registration Number:		
Name of Employer (Firm):		
Current Position:	Years with the firm:	
Employment Record: (List in chronological order stating with earliest work experience)		
Experience Record Pertinent to Required Service		
Certification		
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.		
Date:		
[Signature of person named in schedule]		



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# 3. CURRICULUM VITAE OF FOREMAN

Name:	Date of Birth:	
Profession:	Nationality:	
Qualifications:		
Professional Registration Number:		
Name of Employer (Firm):		
Current Position:	Years with the firm:	
Employment Record: (List in chronological order stating with earliest work experience)		
Experience Record Pertinent to Required Service		
Certification		
I, the undersigned, certify that to the best of my knowledge and I my qualifications and my experience.	belief, this data correctly describes me,	
Date:		
[Signature of person named in schedule]		



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# 4. CURRICULUM VITAE OF CONSTRUCTION SAFETY OFFICER

Name:	Date of Birth:	
Profession:	Nationality:	
Qualifications:		
Professional Registration Number:		
Name of Employer (Firm):		
Current Position:	Years with the firm:	
Employment Record: (List in chronological order stating with earliest work experience)		
Experience Record Pertinent to Required Service in Health and	Safety	
Certification	· · · · · · · · · · · · · · · · · · ·	
I, the undersigned, certify that to the best of my knowledge and beli	ef, this data correctly describes me,	
my qualifications and my experience.		



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

### **T2.3. B PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various

facets of the work.

The programme of work will only be required as soon as the project is awarded to successful Bidder.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

No Programme will be accepted if it is not informed by the amount of work on the Schedule of Quantities.

Note: For submission within 14 days after Site Handover

SIGNED ON BEHALF OF TENDERER:



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

### T2.3.C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
Retention(50%)	R
Final Retention( 50%)	R
TOTAL: R	
(EXCLUDING CONTINGENCIE	ES AND CONTRACT PRICE ADJUSTMENT)

SIGNED ON BEHALF OF TENDERER:



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# **T2.3. D RATES FOR SPECIAL MATERIALS**

Only bitumen products will be dealt with as a special material in terms of sub-clause 6.3 of the General Conditions of Contract 2015. All products, as indicated in the contract data must be stated in the list below. The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

BASE MONTH: November 2022

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence.

SIGNED ON BEHALF OF TENDERER:



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# T2.3. E. RATES OF LABOUR AND MATERIALS (DAYWORK RATES) LABOUR

The rates for labour indicated below shall be the total cost to the Employer, and shall include for all the

Contractor's profits, overheads, wages, accommodation, travelling, subsistence and other costs relative to

the employment by the Contractor of the personnel detailed, and for hand and portable electric or pneumatic

tools and consumables normal to the trade of the respective personnel.

Contractor's labour rates are based on a normal ...... hours/day

The application and use of these rates shall be at the sole discretion and subject to the prior approval of

the Engineer.

Item	Category	Rate per Day in Rand		
No		Normal	Overtime	Sundays and PPH
1				
2				
3				
4				
5				



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE MATERIALS

The Contractor shall indicate hereunder the percentage mark-up required on the net cost of materials

actually, used on site. Proof of cost of materials shall be furnished by invoices.

Percentage Mark-up ..... % (Default 5%)

#### SIGNATURE OF BIDDER

DATE:

PRINT NAME OF SIGNATORY

ON BEHALF OF:( THE BIDDER)



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE PART C1: AGREEMENT AND CONTRACT DATA

#### PART CI. AGREEMENT AND CONTRACT DATA

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

#### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

#### Contract No: 69 of 2022

#### Project Name: Construction of Landfill Site Makhado and Recycling Centre (Additional Mega Cell and Stormwater Infrastructure) at Makhado Municipality within Vhembe District of Limpopo Province

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

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

# THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

.....

.....

#### (Amount in Words)

R..... (In figures)

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

#### For the Tenderer:

Signature(s)
Name(s)
Capacity
(Name and address of organization)
Signature and Name of witness:
Signature
Name
Date


#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

PART C5 Appendices

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the offer

Agreed by the tenderer and the employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within Three 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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

# MAKHADO MUNICIPALITY



**TENDER NO: 69 OF 2022** 

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE For the Employer:
Signature(s)
Name(s)
Capacity
Name and address or organization:
Signature and Name of witness:
Signature:
Name:
Date :



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE Schedule of Deviations

### Notes:

- i) The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the conditions of Tender,
- j) A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter which constitutes a deviation as aforesaid become the subject of agreements reached during the process of , offer and acceptance, the outcome of such agreement shall be recorded here,
- Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here,
- I) Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of contact,

Item	Deviation Details		

By the duly authorised representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as

well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

## For the Tenderer:

Signature(s)	
Name(s)	
Capacity	
Name and address of organization:	

# MAKHADO MUNICIPALITY



## **TENDER NO: 69 OF 2022**

# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

.....

Signatur	e and Name of witness
Signatur	e:
Name:	
Date:	

# For the Employer:

Signature(s)
Name(s)
Capacity
Name and address of organization:
Signature and Name of witnesses:
Signature:
Name :
Date:



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# **CONFIRMATION OF RECEIPT**

The Tender, (now Contractor), identified in the offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The(day)of	(Month)20(year)
at	(place)

## For the Contractor:

Signature	 
Name	 
Capacity	

### Signature and name of witness:

Signature	
Name	



(hereinafter called "the Principal Contractor") of the other part, herein represented by

.....in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated above in the title description and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

# NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Principal Contractor 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 certificate issued in terms of clause 5.16 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 9.1,9.2 or 9.3 of the GCC 2015.
- 3. The Principal Contractor declares himself to be conversant with the following: -

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

- i) Section 8: General duties of employers to their employees.
- ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
- iii) Section 37: Acts or omissions by employees or mandatory and
- iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- v) Construction Regulations 2003, and other safety regulations, as applicable.
- b)The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- 4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent or temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor 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 Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:		
DATE:		
WITNESS:	1	2
NAME(IN CAPITALS	) 1	2

SIGNED FOR AND ON BEHALF OF THE PRINC	CIPAL CONTRACTOR:
DATE:	
WITNESS: 1	2
NAME(IN CAPITALS) 1	2



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE C1.1.B FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our bid is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

Insurance Company (name).....

f address)	
· · · · · · · · · · · · · · · · · · ·	
r	
ommercial Bank (Name)	
Branch)	
f address)	

to be approved by you, the Employer, for the amount stipulated.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

(i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.

(ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and

(iii) Cancel the Contract.

Signed	 Date	
Print Name	 Position	
Bidder	 	

## ENDORSEMENT

In all cases the Deed of Surety ship must be inscribed with the number of the guarantee of policy, as applicable.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

C1.1.C. FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 72 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Contractor shall himself obtain the Mining Authorisation for the sites.
- 2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
- 3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.
- 4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
- 5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16 of the General Conditions of Contract (2015).
- 6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
- 7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his subcontractors whether or not selected and/or approved by the Employer.

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

# SIGNED ON BEHALF OF THE EMPLOYER

## AS WITNESS:

1	2			
NAME (Print):	NAME (Print):			
SIGNED ON BEHALF OF THE CONTRACTOR				
AS WITNESS:				
1	2			
NAME (Print):	NAME (Print):			

# 



_____

**TENDER NO: 69 OF 2022** 

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE
C1.1.D. APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)
I, in my capacity as of the Employer, The Municipality who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appoint 
perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended
SIGNED:
DATE:
WITNESS: 1
NAME (Print): 1
I hereby accept the above appointment
SIGNED:
DATE:
WITNESS: 1
NAME (Print): 1

# Note to tenderer:

The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.

I,..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint ...... in his capacity as ...... of the Contractor......as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE: .....



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

WITNESS: 1	. 2
NAME Print):1	2
I hereby accept the above appointment:	
SIGNED:	
DATE:	
WITNESS: 1	2
NAME (Print):1	2



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# C1.1.E. MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

## **DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

- 1. Mine means, when -
- (a) "used as a noun-

(i)any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or

(ii)any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another

- (iii) a works; and
- (b) Used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.

2. Minerals means any substance, excluding water, but excluding sand, stone, rock, gravel and clay, as well as soil, other than topsoil:

- (a) Whether that substance is in solid, liquid or gaseous form;
- (b) That occurs naturally in or on the earth, in or under water or in tailings, and
- (c) That has been formed by or subjected to a geological process.
  - "Processing" means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and "process" has a similar meaning
- 3."Works" means any place, excluding a mine, where any person carries out
  - a) The transmitting and distributing to another consumer of any form of power from mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
  - b Training at any central rescue station, or
  - c) The making, repairing, re-opening or closing of any subterranean tunnel, or
  - d) Any operations necessary in connection with any of the operational listed in this paragraph.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

C1.1.F. AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

as.....and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ...... and being duly authorised by virtue of a resolution appended hereto as

a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The employer shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
- The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
- 3. The contractor declares himself to be conversant with:
  - a) All the requirements, regulations and standards of the Act, together with its amendments.
  - b) The procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

4. The contractor is responsible for the compliance with the Act and its amendments by all his

Subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER AS WITNESS:	
1	2
NAME (Print):	NAME (Print):
SIGNED ON BEHALF OF THE CONTRACTO	R
AS WITNESS: 1	2
NAME (Print):	NAME (Print):



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# C1.2 CONTRACT DATA

# C1.2.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010 and 2015) published by the South African Institution of Civil Engineering. (GCC).

Clause	
1.1.1.13.	The defects liability period is 12(Twelve) Months
1.1.1.14	The time for achieving practical completion is 14 days
1.1.1.15	The employer is Makhado Municipality
1.1.1.26	Pricing Strategy is Re-Measurement Contract.
1.2.1.2	The employer's address for receipt of communication is:
	Telephone: (015) 519 3000 Facsimile: (015) 516 6145 Address:
	Private Bag X2596
	Makhado Municipality
	0920
1.1.1.16	Name of Engineer is Mr. Alpheus Matshimbe
1.2.1.2	The address of the Engineer is :
	Telephone: (015) 291 3892 Facsimile: (086) 664 6282/(015) 2912821 e-mail:admin@victorydevelopment.co.za
	Address:
	14 Paul Kruger Street
	Polokwane
	0699
5.3.1	The documentation required before commencement with works execution are:
	Health and Safety plan (Refer to clause 4.3)
	Initial programme (Refers to clause 5.6)
	Security (Refers to clause 6.2)
	Insurance (Refers to clause 8.6)
5.3.2	The time to submit the documentation required before commencement with works execution is 28 days.

# Section 1: Data provided by the Employer



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Clause			
5.5.1	Subject to the requirement of the Contract as to the Practical Completion of any portion of the Permanent Works before Practical Completion of the whole, the whole of the Works shall be completed within the Due Completion (8 Months)		
5.8.1		Sundays, Public Holidays ary.( request can be made	and Year End Break starting from 19 th e in writing)
5.13.1	The penalty for failing to 000.00 per month	o complete the work is R2	2000 per working day or 2/30 x R30
5.16.3	The latent defect is 10y	ears.	
6.5.1.2.3	The percentage allowar	nce to cover overhead ch	arges is 15% on day works
6.8.2	Contract Price Adjustm The value of "x" is 0,150 The values of the co-eff $(1-x)\left[\frac{aLt}{Lo} + \frac{bEt}{Eo} + \frac{c}{N}\right]$ Fixed: Estimate less that CPA: Estimate more that New Construction x = 0,150 a = 0,25 b = 0,30 c = 0,37 d = 0,08 "L" is the "Labour Index specified in the Contract Statistics South Africa. "P" is the "Plant Index" the Statistical Release "M" is the "Materials Ind	ent Schedule, were ficient are: $\frac{Mt}{Mo} + \frac{dFt}{Fo} - 1$ an R10 000 000 or period an 10 000 000 or a contra Rehabilitation  0,26 0,30 0,37 0,07 x'' and shall be the "Cons ct, as published in the Sta and shall be the "Civil Er P0142.1 in table 16 of Sta ex'' and shall be the price	act period more than 6 months Labour Intensive    sumer Price Index" for the urban area atistical Release P0141.1 in table 21 of
	Statistical Release P01 The suffix "o" denotes the	42.1 Table 16 of Statistic	e to the base month, which shall be the



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Clause			
	The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.		
	If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.		
	The urban area nearest the site is Makhado Town		
	The base month <b>is November 2022</b> (the month prior to the month in which the closing date of the tender falls)		
6.8.3	If price adjustment for variations in the cost of special materials is provided for in the Contract Data, it shall be made in the manner set out in the Contract Price Adjustment Schedule.		
6.10.1.5	The percentage advance on materials not yet built in to permanent work is 80%.		
6.10.3	The limit of retention money is 10%.		
6.10.4	The Engineer shall deliver to the Employer and the Contractor the payment certificate referred to in clause 6.10.1 within 7days of the receipt by the Engineer of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 28days of receipt by the Employer of the payment certificate signed by the Engineer. Payment shall be subject to the Contractor submitting a Tax Invoice, if required by Law, to the Employer for the amount due.		
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum.		
8.6.1.1.3	The amount to cover Professional Fees for repairing and damage and loss to be included in the insurance sum.		
8.6.1.2	The following additional and varied insurances are required: SASRIA		
8.6.1.2a	The limit of the liability insurance required should not be less than the contract amount. This All-Risk Insurance should be submitted 21 days after the Letter of Acceptance		
8.6.1.3	The limit of Indemnity for Liability Insurance is R		
8.6. a.	The amount of the Guarantee is to be as follows.		
	(a) No surety for projects between R0 and R 500 000		
	(b) 1% surety for projects between R500 000 and R1 million		
	(c) 2,5% surety for projects between R1 million and R2 million		



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Clause	
	(d) 5% surety for projects above R2 million not exceeding R5 million
	(e) 10% surety for projects above R5 million
8.6. b.	The Guarantee (10%) is to be delivered within 21 days after the Letter of Acceptance.
10.1.1.1	The Contractor shall, within 28days after the circumstance, event, act or omission giving rise to such a claim, referring to this Clause and setting out.
10.3.2	If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to adjudication in terms of 10.5, unless amicable settlement is contemplated.
10.5.3	The number of Adjudication Board Members to be appointed is minimum of 3
Special Clause in terms of Retention Guarantee	No Retention Money Guaranteed may be permitted on this contract.
Special Clause in	Requirements in terms of government's reconstruction and development programme.
terms of RDP	Target values
	In this contract the minimum target values shall be as follows:
	Labour Maximisation : 5% ABE support : 10%
	HDI Supervisory Staff : 10%
	The penalties for not reaching the required target values will be calculated at <b>20% of</b> <b>the difference between the set target values and the actual target values</b> <b>achieved by the contractor at completion of the works</b> . No bonuses for achieving the set target values are applicable.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The contractor is
1.2.1.2	The contractor's address for receipt of communication is: Telephone:Facsimile: email:Cell. Address:
1.1.1.14	The time for achieving practical completion is
6.5.1.2.3	The percentage allowance to cover overhead charges is
6.8.3	The variation in cost of special materials is
5.14	The Works shall be completed within as proposed by the contractor.

MAKHADO MUNICIPALITY



## **TENDER NO: 69 OF 2022**

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

The following amendments of the General Conditions of Contract 2015, 3rd edition apply to this contract.

## 1. GENERAL

## 1.2 Definitions

- 1.1.1.2 **Certificate of Completion** means the certificate issued by the Engineer stating the date on which completion was achieved.
- **1.1.1.4 Certificate of Practical Completion** means the certificate issued by the Engineer stating the date on which Practical Completion was achieved
- 1.1.1.5 **Commencement Date** means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
- 1.1.1.7 **Contract** means the documentation of the Agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed to between the parties
- 1.1.1.12 **Day** mean a Calendar Day
- 1.1.1.13 **Defects Liability Period** means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different parts of the works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.14 **Due Completion Date** means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed in terms of the Contract.
- 1.1.1.16 **Engineer** means the person named as the Engineer in the contract Data or any other person appointed from time to time by Employer and of Contractor is notified, in writing, to act as Engineer for the purposes of the Contract as substitute for the Engineer so named.
- 1.1.1.17 **Engineer's Preventative** means the natural person appointed from time to time by the Engineer in terms of the Contract.
- 1.1.1.24 **Practical Completion** means that the whole or portion of the works has been reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
- 1.1.1.27 **Re-measurement Contract** means the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the contract.
- 1.1.1.29 **Site** means the land and other places made available by the Employer, for the purposes of contract, on, under, over, in or through which the works are executed.
- 1.1.1.30 **Site Information** means the document that describes the site as at the time of tender to enable the tenderer to price the tender and to decide upon the method of work and the programme.



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

1.1.1.32 **Temporary Works** means the temporary works required for or in connection with execution of the Permanent Works and shall include items which are not intended to be permanent or to form part of the Permanent Works.

## 1.2 Interpretations

1.2.3 The common or statute law shall determine whether any person acting or purporting to act on behalf of the Employer, Engineer or Contractor is duly authorised, save to the extent that a party shall, by written notice to each of the others, designate a person or the holder of any office, to the exclusion of another person or holder of office, to have such authority, or to limit in any way, or terminate the authority of such designated person or holder of office.

# **1.3 General Provisions**

1.3.1 **No** grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of Contract or an estoppel of the grantor's right to enforce the provisions of the contract.

# 2. BASIS OF CONTRACT

# 2.1. Available data and information

2.1.2 The Contractor shall be deemed to have inspected the Site and its Surroundings and

to have studied all available information pertaining thereto before submitting his tender. The Contractor shall thus be deemed knowledgeable in respect of:

- 2.1.2.1. The form and nature of the Site and surroundings.
- 2.1.2.2. Environmental, Hydrological and Climatic conditions.
- 2.1.2.3 The extent and nature of the work and materials required for execution and

Completion of the works.

2.1.2.4 The means of access to the Site and accommodation he may require.

2.1.2.5 The design of the Works and site conditions insofar as they affect the execution of the Works with regard to health, safety and environment.

# 2.2. Adverse physical Conditions

2.2.3. Unless otherwise instructed by the Engineer, the Contractor shall carry out the additional work proposed in the notice or notices under Clauses 2.2.1 and 2.2.2 without limiting the

right of the Engineer to order a suspension of work in terms of Clause 5.11 or a variation in terms of Clause 6.3.

# 2.3 Technical data

2.3.1. The Contractor shall be deemed to have based his tender on the technical data provided in the Contract and if, in the performance of the contract, any circumstances shall differ from the said technical data, which difference causes delay to Practical Completion and/or brings about proven additional cost,



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

the Contractor shall be entitled to make a claim in accordance with Clause 10.1.

# 3. ENGINEER

# 3.1. Function of the Engineer

- 3.1.1. The function of the Engineer is to administer the Contract as agent of the Employer, in accordance with the provision of the Contract.
- 3.1.4 The Employer may, by written notice to the contractor and the Engineer, authorise an

agent to act as his representative relating to the responsibilities imposed by

Occupational

Health and Safety Act on the Employer. Such an agent, if not the Engineer, shall be responsible to the Engineer in terms of these Conditions of Contract.

# 3.2. Engineer's Representative:

# 3.2.2. The Engineer 's representatives shall:

3.2.2.1. Observe the execution of the Works, examine and test materials and

workmanship, and receive from the contractor such information as he shall reasonably require.

- 3.2.2.2. Have authority:
- 3.2.2.2.1. Assigned to him by any provisions of the Contract,
- 3.2.2.2.2. Assigned to him by the Engineer in terms of Clause 3.2.4,
- 3.2.2.2.3. To deliver to the Contractor oral or written communications from the Engineer, and
- 3.2.2.2.4. To receive, on behalf of the Engineer, oral or written communication from the contractor.
- 3.2.3. Notwithstanding the aforesaid, the powers and authority of the Engineer's Representative shall be subject to the following conditions:

3.2.3.1. He shall have no authority to relieve the contractor of any of his obligations under the contract and, unless he is authorised thereto in terms of Clause 3.2.4, he shall have no authority to order any work involving delay or any additional payment by the employer, or to affect any variation of or in the works;

3.2.3.2. Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship or materials shall not prejudice the power of the Engineer thereafter to disapprove

thereof and exercise any of his powers in terms of contract in respect thereof.

3.2.4. The Engineer may, by written notice to the Contractor and the Employer, from time to time,

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# **TENDER NO: 69 OF 2022**

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

authorise the Engineer's Representative, or any other person accountable to the Contract, and the act of

any such person within the scope of his authority shall, for the purposes of the Contract, constitute an act

of the Engineer.

# 4 CONTRACTOR'S GENERAL OBLIGATIONS

- **4.2** Engineer's instructions
- 4.2.1 The Contractor shall, in carrying out his aforesaid obligations, comply with the Engineer's instructions on all matters relating to the works.
- 4.2.2 The contractor shall take instructions only from the Engineer, the Engineer's Representative of
- 4.2.3 a person authorised by the Engineer in terms of Clause 3.2.4.

# 4.3 Legal Provisions

4.3.2 If required, the contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract.

# 4.4 Subcontracting

- 4.4.1 The Contractor shall not subcontract the whole contract.
- 4.4.2 The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents

or employees as fully as if they were the acts, defaults or negligence of contractor.

# 4.7. Fossils

4.7.1 All fossils, coin, articles of value or antiquity and structures and other remains or

things of geological or archaeological interest discovered on the Site shall, as



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE 5.TIME AND RELATED MATTERS

## 5. TIME AND RELATED MATTER

# 5.4. Access to the Site

5.4.1 The Employer shall, upon the Engineer's instruction to commence executing the works referred to in Clause 5.3.1, give to the Contractor right of access to the Site, the location of which is stated in the Site information (Including physical access to the extent

stipulated in the Site information) and possession of the whole of the Site subject to any provision to grant the contractor possession of the Site subject to any provision to grant the contractor possession of the Site in portions and/or any requirements as to the order in which the works shall be executed, all as stipulated in

the Site information.

5.4.3 If the Contractor suffer delay to practical completion and/or incurs proven additional cost from failure of the Employer to give possession in accordance with the terms of this

Clause, the Contractor shall be entitled to make a claim in accordance with Clause

10.1, for which purpose the time limit of 28 days provided in Clause 10.1.1.1 shall

commence to run only from the time when possession of the Site has actually been given.

## 5.6 Programme

5.6.1 The Contractor shall deliver to the Engineer as part of the documentation required before commencement with works execution in accordance with Clause 5.3.1, an initial programme of carrying out the works in order to meet the Due Completion Date.

Whenever the approved programme no longer reflects that actual progress will meet the

Due Completion Date, the Contractor shall deliver to the Engineer an adjusted programme

5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe in statements, the entire scope of the work to be performed including but not limited to:

5.6.2.1 The commencement Date, commencement of the works Due Completion Date, and the planned completion date,

5.6.2.2 The sequence, timing and the resources for carrying out the Works,

5.6.2.3 The dates for Site accesses and possessions, and approvals instructions, inspections, tests and all information required to execute the works,

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

5.6.2.4 The events influencing the execution of the Works,

5.6.2.5 Other programming information set out in the Scope of Work,

5.6.2.6 A detailed cash flow forecast and

5.6.2.7 On adjusted programmes, the actual progress achieved for the various parts of the

works and the amounts paid.

5.6.3 The Engineer shall, within 7 days after the Contractor has submitted the initial or adjusted programme, approve such programme or, giving his reasons, instruct the contractor to amend it failing which, the submitted programme shall be deemed to be the approved programme.

## 5.10 Delays attributable to the Employer

5.10.1 The contract may, in writing to the Engineer; demand compliance within a stated time by the Employer with the terms shall be specified in such demand. If the contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by contractor) in fulfilling any necessary obligations in order to enable the works to proceed in accordance with the contract, the contractor shall be entitled to make a claim in accordance with Clause 10.1 for which purpose the time limit of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when compliance with the said terms has actually taken place.

## 5.11 Suspension of Works

5.11.1 The contractor shall, on the written order of the Engineer stating the cause of suspension, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer shall order and shall, during such suspension, property protect the works as far as is necessary.

5.11.2 Unless such suspension or alteration is otherwise provided for in the contract or by reason of some default or breach of the contract by the contractor shall in respect of delay to practical completion and/or to proven additional cost of giving effect to the Engineer's order, be entitled to make a claim in accordance with clause 10.1

5.11.3 If the progress of the works or any part thereof is so suspended for more than 84 days in total, the contractor may deliver a written notice to the engineer requiring permission to proceed with the works or

that part thereof in respect of which progress is suspended.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# 6. PAYMENT AND RELATED MATTERS

# 6.3. Variation

6.3.1 If, at any time before the issue of the Certificate of Completion, the Engineer shall require any variation of the form, quality or quantity of works or any part thereof that may be necessary or of any reason appropriate, he shall have power to order the contractor to do any of the following:

6.3.1.1 Increase or decrease the quantity of any work included in the contract,

# 6.7. Measurement of the Works

6.7.3 The Engineer shall, when he wished to make any measurement on the site or requires any parts of the works to be measured in his presence, give notice of this fact and of the

date and time at which he will be present to contractor who shall:

## 6.10. Payments

6.10.4 The Engineer shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Contractor's said statement. Any dissatisfaction in respect of such payment certificates shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor

within 28 days of receipt by the Employer of the payment certificate signed by the Engineer. Payment shall be subject to the Contractor submitting a tax invoice, if required by law, to the Employer for the amount due.

# 6.11 Variations exceeding 15 per cent

6.11.1 If, at the time of preparation of the payment certificate following the issue of certificate or certificates of completion for the whole of the works, it is found that the aggregate of:

# 6.11.1.1 All the variations made by the Engineer in terms of Clause 6.3

6.11.1.2 All additional payments allowed by the Engineer in terms of Clause 10.1 and

6.11.1.3 The adjustment upon measurement of the estimated quantities set out in the Bill

of Quantities for a Re-measurement contract.

- 7.4 Sample and Testing
- 7.4.3 The contractor shall, in accordance with scope of work or if instructed by the

Engineer, carry out tests on Plant and samples of materials intend to be incorporated

into the works and on any test specimen from portion of the works, and shall carry

out any other tests specified in Scope of Works.

8.6. Insurances



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

8.6.1 Except if provided otherwise in the contract Data, the Contract, without limiting his

obligations in terms of the terms of the contract, shall as part of the documentation

required before commencement with works execution in accordance with Clause 5.3.1

at his own, effect and maintain the following insurance in the joint names of the Employer

and contractor.

8.6.1.1 Insurance of the Works, plant intend for incorporation in the works, of all materials

on the Site intended for incorporation in the works against damage or physical loss arising from whatever cause (except the cause set out in clause 8.3.1), for the period for which the contractor is responsible for the works in terms of Clause 8.2.1 and for a sum insured which shall be the aggregate of:

## 9. TERMINATION

- 9.1.5 if the Contractor is terminated on any account in terms of this clause, the contractor shall be paid by the Employer (in as far as such amounts or items have not already been covered by payments on account made to the contractor) for all measured work executed prior to the date of termination, the amount (without retention) payable in terms of contract and in Contract and, in addition:
- 9.2.1.1 Application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate, or presents a petition for the acceptance of the surrender of his estate as insolvent, or (being a company or close corporation) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction)
- 9.3 Termination by Contractor
- 9.3.1 In the event that the Employer:
- 9.3.1.1 Persist in:
- 9.3.1.1.1 Repudiating the contract
- 9.3.1.1.2 Failing to pay the contractor the amount due in terms of any payment certificate issued by the Engineer, within the time of payment provided in the contract,
- 9.3.1.1.3 Interfering with or obstructing the issue of any certificate for 14 days after receipt of written notice from the contractor (with specific reference to this Clause) to remedy the default,



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10.1.5 Unless otherwise provided in the contract, the Engineer shall, within 28 days after

the contractor has delivered his claim in terms of Clause 10.1.1 as read clause 10.1.2, give effect to clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim (referring specifically to this clause). The amount thereof, if any, allowed by the Engineer shall be included to the credit of the contractor in the next payment certificate;



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

**C2.1. PRICING INSTRUCTIONS** 

# 2.1 Pricing Instructions

# **GENERAL**

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bidder offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bidder contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bidder Data.

## DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

## **DEFINITIONS**

For the purpose 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 Scope of Work and Site Information.

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

Rate : The payment per unit of measurement at which the Contractor Contracts to do the work.

Amount: The product of the quantity and the rate Bided for an item.

Sum :An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

## **REFERENCES**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specification for this contract is COLTO 1998 Edition.

## UNITS OF MEASUREMENT

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
I	=	litre

# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m²	=	square metre
m³	=	cubic metre
m³-km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

## NET MEASUREMENTS

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

# **QUANTITIES**

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



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

## <u>CURRENCY</u>

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

## VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

## RATES AND PRICES

## <u>General</u>

The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bidder is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

# "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

# **Arithmetic**

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

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

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

## Labour Intensive work

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 or as a prefix or suffix 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 works, is a deviation from 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.

Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

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.

## VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

C2.2. BILL OF QUANTITIES

ITEM	DESCRIPTION	PAGE
SECTION A	PRELINARY and GENERAL	142
SECTION B	LANDFILL CELL	142
SECTION C	EARTHWORKS, ROAD AND STORMWATER	142
C2.3 SUMMARY C	OF SCHEDULE OF QUANTITIES	142
C2.4 MAIN SUMM	ARY	142

CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE ( ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE)							
EM NO.	PAYMENT REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
	SANS	SECTION A : PRELIMINARY AND GENERAL					
	1200 A						
	PSA8,3	Schedule Fixed-Charge and Value-					
		Related Items					
1,1	8,3,1	a)Fixed Contractual Requirements	Sum	1			
1,2		b)Value Related Contractual Requirements	Sum	1			
	8,3,2	Establishment of facilities on Site					
	8,3,2,1	Facilities for Engineer					
1,3	0,0,_,	a) Furnished Office( 16m2)	Sum	1			
1,4		b) Conference Room( 20m2)	Sum	1			
1,5		c) Nameboard( supply and Install)	sum	1			
1,6		d) ) Accommodation	Months	8			
1,7		e) Airtime and data	Months	8			
.,.			montaio	Ŭ			
	8,3,2,2	Facilities for Contractor					
1,8		a) Offices( 16m2)	sum	1			
1,9		b) Accomodation	sum	1			
,10		c) Ablutions facilities	sum	1			
1,11		d) Fencing of Site Camp	sum	1			
	PSA8,4	Scheduled Time-Related Items					
	8,4,1	Time-Related Contractual Requirements					
,12		(a) General Obligations	Month	8			
1,13		(b) Escalation	Psum	1	120 000,00	R 120 000,00	
	8,4,2	Operation and Maintenance of facilities on Site					
	8,4,2,1	Facilities for Engineer					
,14		a) Furnished Office( 16m2)	Months	8			
1,15		b) Conference Room( 20m2)	Months	8			
	8,4,2,2	Facilities for Contractor					
,16		a) Offices( 16m2)	Months	8			
,17		b) Accomodation	Months	8			
,18		c) Ablutions facilities	Months	8			
,19		d) Provision of water, electricity	Months	8			
	0.5						
,20	8,5	SUMS STATED PROVISIONALLY BY ENGINEER i)Community Liaison Officer and PSC	P Sum	1	50 000,00	R 50 000,00	
,						,	
,21		ii) Control tests by independent laboratory as ordered by the Engineer or His Representative	P Sum	1	50 000,00	R 50 000,00	
,22		iii) Provision of Two(2) Cellphones and printer	P Sum	1	20 000,00	R 20 000,00	
,23		(iv) Handling cost and profit in respect of item (i), (ii) and	%	R 120 000,00			
.,		(iii)		-,			
	PSA8,6	Occupational Health & Safety Act & Regulation					
,24		Compliance with OSCH Act and Construction	L/sum	1	10000	R 10 000,00	
,25	PSA8,7	Regulation 2003 Attendance and Profit Accomodation of Traffic	L/sum	1	25000	R 25 000,00	
, <b>∠</b> J	F 5A0,/		Lisuin	•	20000	K 25 000,00	
TOTAL BROUGHT FORWARD     Image: Constraint of the second during working hours       1200 A     8,7       12,6     (a) Unskilled labour       1,7     (b) Semi-skilled labour       1,28     (c) Skilled Labour       1,29     (c) Skilled Labour       1,29     (c) Skilled Labour       1,29     (c) Skilled Labour       1,29     (c) Skilled Labour       1,30     (e) Flagman       1,31     (i) Unskilled labour       1,32     (ii) Skilled Labour       1,33     (ii) Skilled Labour       1,34     (i) Unskilled labour       1,35     (v) Flagman       1,36     (i) Skilled Labour       1,37     (ii) Skilled Labour       1,38     (i) Unskilled labour       1,39     (v) Flagman       1,39     (v) Flagman       1,39     (i) Unskilled labour       1,39     (ii) Skilled Labour       1,39     (ii) Skilled Labour       1,40     (v) Flagman       1,41     (a) Grader (CAT 140G or similar)       1,42     (b) Pedestrian Roller (Bornag BW 90 or Similar)       1,44     (d) Tipper truck, 10.0 m3       1,45     (e) Backhole TLB type (CAT 422 or equivalent)       1,46     (f) Dewatering pump including generators and accessorires (Somm pump, 30 litres per minute)<	ITEM NO.	PAYMENT REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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1200 A 8,7DAY WORKSImage: second during working hoursImage: second during working hours and SaturdayImage: second during working hours and Saturday1,33(i) Unskilled labourIff8811,34(ii) Satisd LabourIff811,35(iii) Skilled LabourIff811,36(iii) Skilled LabourIff811,37(iii) Satisd LabourIff811,38(iiii) Skilled LabourIff81<			TOTAL BROUGHT FORWARD	•	•		
8.7       DAY WORKS       Image: Control during working hours       Image: Control during working hours         1.26       (a) Unskilled labour       Hr       8         1.27       (b) Seni-skilled labour       Hr       8         1.28       (c) Skilled Labour       Hr       8         1.28       (c) Skilled Labour       Hr       8         1.29       (c) Ganger       Hr       8         1.30       (c) Flagman       Hr       8         1.31       (c) Outside normal working hours       Hr       8         1.31       (c) Outside normal working hours and Saturday       Hr       8         1.32       (d) Ganger       Hr       8         1.32       (l) Unskilled labour       Hr       8         1.32       (l) Seni-skilled labour       Hr       8         1.33       (li) Skilled Labour       Hr       8         1.34       (l) Sinday and public holidays       Hr       8         1.35       (l) Unskilled labour       Hr       8         1.36       (l) Unskilled labour       Hr       8         1.37       (l) Ganger       Hr       8         1.38       (l) Unskilled labour       Hr       8							
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1,44(d) Tipper truck, 10.0 m3Hr81,45(e) Backhole TLB type (CAT 428 or equivalent)Hr81,46(f) Dewatering pump including generators and accessories (50mm pump, 30 litres per minute)Hr8	1,42		(b) Pedestrian Roller (Bomag BW 90 or Similar)	Hr	8		
1,45(e) Backhole TLB type (CAT 428 or equivalent)Hr81,46(f) Dewatering pump including generators and accessories (50mm pump, 30 litres per minute)Hr8	1,43		(c) Water truck (10000 litres)	Hr	8		
1,46 (f) Dewatering pump including generators and Arr B accessories (50mm pump, 30 litres per minute)	1,44		(d) Tipper truck, 10.0 m3	Hr	8		
accessories (50mm pump, 30 litres per minute)	1,45		(e) Backhole TLB type (CAT 428 or equivalent)	Hr	8		
1,47 (g) Compressor including hoses and tools (180cfm) Hr 8	1,46			Hr	8		
	1,47		(g) Compressor including hoses and tools (180cfm)	Hr	8		
			WARD TO SUMMARY	1	I		

	ACT NO:69 OF	⁼ 2022 N OF LANDFILL SITE MAKHADO AND RECYCLING CEN	ITRE( AD		GA CELL AND ST	ORMWATER
ITEM	PAYMENT	INFRASTRUCTURE	)			
No.	REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SANS 1200 D	SECTION B: LANDFILL CELLS				
	8,3,2	PREPARATION OF SITE				
2,1	8,3,1,2	Remove topsoil to a nominal depth of 150mm in areas not previously stripped, transport and stockpile or spoil at sites selected by the Contractor and approved by the Engineer ( tendered rate to include freehaul of 2km)	m³	2930		
	1200DM	EARTHWORKS				
2,2	PSDM 8.3.2	Cut to spoil,backfill or stockpile in soft material on site. Engineer to approve for spoil or for stockpile on site up to a depth of 5m. ( tendered rate to include freehaul of 2km)	m³	25200		
2,3	PSDM8.3.4	Fill G7 material from stockpile or cut including haul, placing fill in layers not less than 150mm in thickness and compacting fill to a minimum of 93% Mod AASHTO density	m³	2080		
	PSDM8,3,6	Extra over item 2.2 for excavation in the following material:				
2,4		a) Intermediate	m³	3780		
2,5		b) Hard	m³	1512		
2,6		c) Boulders Class A	m³	252		
	PSDM8,3,4	Borrow from stockpile to fill in areas only where ordered by the Engineer in writing, including placing fill in layers not exceeding and compacting fill to aminimum of 93% Mod AASHTO density using;				
2,7		a) Rockfill	m³	25		
2,8		b) Soft	m³	1512		
	1200DB	EXCAVATION OF TRENCHES BY HAND				
	PSDB8.3.2	Excavate in all materials, form and compact the bedding craddle for leachate collection trenches:				
2,9		a) 0.0 m up to 1.0m	m³	240		
2,10		b) 1.0m up to 1.5m	m³	390		
2,11		c) 1.5m up to 2.0m	m³	32		
	PSDB8.3.3	Extra over for excavation in the following materials: (trench width)				
2,12		a) Intermediate	m³	10		
2,13		b) Hard	m³	10		
	1200DB	BACKFILL OF TRENCHES BY HAND				
200D		TOTAL CARRIED FOF		<u> </u>		

		N OF LANDFILL SITE MAKHADO AND RECYCLING CEN INFRASTRUCTURE	•			
TEM No.	PAYMENT REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		TOTAL BROUGHT FORWARD				
2,14		Backfill the bedding blanket using selected material, material from excavation within 500m in 150mm layers to 93% Mod AASHTO for cohesive soils or 98% density to 300mm above the top of the pipes, backfill the balance of the trench using selected material from excavations within 500m to 90% Mod AASHTO density and dispose of surplus and unstable material	m³	68		
	1200DB	BACKFILL OF TRENCHES BY PLANT				
2,15		Backfill the bedding blanket using selected material from excavations within 500m, in 150mm layers to 93% Mod AASHTO for cohesive soils to and 98% Mod AASHTO for non cohesive soils to 300 mm above the top of the pipe, backfill balance of the trench using selected material from excavations within 500m to 95% Mod AASHTO density of surplus and unsuitable	m³	20		
	1200DB	BACKFILL ANCILLARIES				
		Extra over items 2,5,5 & 2,5,6 for the of backfill material for fill above the selected blanket, complying with SABS 1200 DB clause 3.5 from:				
2,16		Excavations on site beyond 500m	m³	5		
2,17		Designated borrow pits or stockpile	m³	20		
2,18		Sand from Commercial or off -site sources by the contractor	m³	80		
2,19		Crusher from Commercial source by the contractor	m³	80		
	PSDB8,3,3,4	a)OVERHAUL (including 2km free haulage)	m³ km	180		
	1200 DM	Treatment of Landfill Cells				
	8.3.3	Preparation and compaction of material to :				
2,20		1) 150mm insitu compaction to 95% Mod AASHTO density	M3	2470		
2,21	PSDM 1	2) Supply and Install GCL Liner (Envirofix X800 or Similar)-3700g/m2 Bentonite as indicated on drawing	m²	12968		
2,22	PSDM 2	3) Supply and Install 3mm HDPE Geomembrane ( 800g/m2) smooth on floor	m²	12968		
2,23	PSDM 3	4) Supply and Instal Protection Geotextile Layer	m²	4039		
2,24	PSDM 4	5) 300mm compacted soil liner to min 95% Mod				
		AASHTO density at procter optimum moisture of +2%	m ³	3024		
2,25	PSDM 5	<ol> <li>Supply and Install 110mm Leachate collection pipes complete with all the ancilliaries</li> </ol>	m	550		
2,26	PSDM 6	<ol> <li>Supply and Install160mm Leachate collection pipes complete with all the ancilliaries</li> </ol>	m	205		
		<ol> <li>Construction of Manhole(1,4mx1,4m) with the depth of</li> </ol>	no	1		

(	CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE ( ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE)							
ITEM No.	PAYMENT REFER.	DESCRIPTION		QUANTITY	RATE	AMOUNT		
	SABS 1200 DM	SECTION C : EARTHWORKS ,ROADS AND STORMWATER						
	SABS 1200 C	CLEARING						
3,1	8.2.1	Clear Site including removing trees up to 1 m girth to approved areas off Site	m	2381				
	8.2.2	Remove trees of girth: Over and up to						
3,2		1,0 m 2,0 m	No.	1				
3,3		2,0 m 3,0 m	No.	Rate Only				
3,3	8.3.2(a)	Remove topsoil to stockpile and maintain	m3	1785,75				
	SABS 1200 DM	TREATMENT OF ROAD-BED						
	8.3.3(a)	Road-bed preparation and compaction of all material to:						
3,4		1. Minimum of 90 % mod. AASHTO maximum density	m3	387				
	8.3.3(b)	In-Situ treatment of road-bed in intermediate or hard material by:						
3,5		1.Ripping	m3	10				
	SABS 1200 DM	SUNDRIES						
3,6	8.3.10	Materials bladed to windrow	m3	25				
3,7	PSDM 8,3,11	Construction of storm water berm allong the outside perimeter fence on the Northern, Eastern and Western side of the landfill site	m3	5850				
200D M		TOTAL CARRIED I						

	CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE ( ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE)							
TEM No.	PAYMENT REFER.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
		TOTAL BROUGHT FORWARD						
	SABS 1200 ME	SECTION : SUBBASE						
	8,3,3	Construct gravel subbase with material from commercial source						
3,8		100mm Gravel Material(G5) round the inside perimeter fence and cell, compacted to 93% Mod AASHTO density	m3	387				

CONTRACT N	O:.69 OF 2022	
	CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING ( ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCT	
	MAIN SUMMARY OF SCHEDULE OF QUANTITIES	<u>AMOUNT</u>
SECTION A	PRELIMINARY AND GENERAL	
SECTION B	LANDFILL CELLS	
SECTION C	EARTHWORKS ,ROADS AND STORMWATER	
	SUB TOTAL 1	
CONTINGENCI	ES	
The sum provide	ed here is under the sole control of the Engineer and may be deducted	
in whole or in pa	rt. (The Tenderer must add 5% of the total of schedule of quantities)	
	SUB TOTAL 2	
VALUE ADDED	TAX (15%)	
TENDER SUM	CARRIED TO FORM OF OFFER OF ACCEPTANCE	
SIGNED ON BE	HALF OF TENDERER:	



CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

PROJECT DESCRIPTION: CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELLS AND STORMWATER INFRASTRUCTURE)

- C3: SCOPE OF WORK AND EPWP
- C3.1 STANDARD SPEC IFICATIONS

## C3.2 PROJECT SPECIFICATIONS

## PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements
- PS-5 Security Clearance of Personnel
- PS-6 Subcontractors
- PS-7 Supply of Materials
- PS-8 Execution of Works

## PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

- PSA SABS 1200 A: General
- PSC SABS 1200 D: Earthworks

## C3.3 PARTICULAR SPECIFICATIONS

- SECTION PC Trimming of Site
- SECTION PC Maintenance

SECTION PE Contingencies

SECTIONPG Generic Labour-Intensive Specification SECTION POHS OHSA 1993 Safety Specification



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## PROJECT DESCRIPTION: CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELLS AND STORMWATER INFRASTRUCTURE)

**C3 SCOPE OF WORK** 

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods

## 1 DESCRIPTION OF THE WORKS

**1.1** Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines

Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

Labour-intensive competencies of supervisory and management staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

1.2 Overview of the works

The work will be carried using Labour- Intensive approach as much as possible. Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

1.3 Extent of the works

The construction of Landfill Site Makhado(additional Mega Cell and Stormwater Infrastructure) which includes the following:

- Establishment of the Contractor's Camp Site
- Clearing and Grubbing
- Excavation
- Earthworks and Pavement layer
- Cell Lining
- Leachate Collection System
- > 300mm layer of granular materials
- > Anchor Trench
- Earthworks and road
- Earth stormwater drain

Commissioning of the Works and Maintenance as per contract data.

## **1.4 Location of the Works**

The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document. The site of works is located at;

Village name	Makhado Ward	Latitude	Longitude
Tshikota	21	23º 03'23.69" (S)	29° 50' 34.48" (E)

The site shall not only include the works area for the construction of the new services, but shall be extended in the broader sense to take account of all areas occupied by the Contractor , be it deliberate or unintentional, in the execution of the contract.



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

## 1.5 General Information Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of

the Basic Conditions of Employment Act of 1997by the Minister of Labour in Government

Notice N° R949 in Government Gazette 33665 of 22 October 2010, as reproduced

below, shall apply to works described in the scope of work as being labour intensive and

which are undertaken by unskilled or semi-skilled workers.

## C3.1.7.3 Introduction

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

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



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

C3.1.7.4 Terms of Work

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment as a contributor for the

purposes of the Unemployment Insurance Act 30 of 1966.

## C3.1.7.5 Normal Hours of Work

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

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.
- (d) An employer and worker may agree that a worker will work four days per week.

The worker may then work up to ten hours per day.

(e) A task-rated worker may not work more than a total of 55 hours in any week to

complete the tasks allocated (based on a 40-hour week) to that worker.

## C3.1.7.6 Meal Breaks

- (f) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (g) An employer and worker may agree on longer meal breaks.
- (h) A worker may not work during a meal break. However, an employer may require

a worker to perform duties during a meal break if those duties cannot be left

unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

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

## C3.1.7.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

at least one hour or two breaks of at least 30 minutes each.

## C3.1.7.8 Daily Rest Period

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

## C3.1.7.9 Weekly Rest Period

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

## C3.1.7.10 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid
  - i. the worker's daily task rate, if the worker works for less than four hours;
  - ii. double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –

i.the worker's daily rate of pay, if the worker works for less than four hours

on the public holiday;

ii.double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## C3.1.7.11 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sickpay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

sick leave.

- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

i.absent from work for more than two consecutive days; or

- ii. absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a

qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

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

## C3.1.7.12 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However,

a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –

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



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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

(h) A worker who has a miscarriage during the third trimester of pregnancy or bears

a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

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

was employed has ended.

## C3.1.7.12 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family

responsibility leave each year in the following circumstances -

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

## C3.1.7.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

## C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

the completion of the SPWP.

#### C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –

i. at the workplace or at a place agreed to by the worker;

ii. during the worker's working hours or within fifteen minutes of the start or finish

of work; iii.in a sealed envelope which becomes the property of the worker.

C3.1.7.16 An employer must give a worker the following information in writing -

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- C3.1.7.17 Deductions
  - (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
  - (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
  - (c) An employer who deducts money from a worker's pay for payment to another person

must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

(d) An employer may not require or allow a worker to -



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

i.repay any payment except an overpayment previously made by the employer

by mistake;

ii. state that the worker received a greater amount of money than the employer

actually paid to the worker; or

iii. pay the employer or any other person for having been employed.

## C3.1.7.18 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –

i. work in a way that does not endanger his/her health and safety or that of

any other person;

- ii. obey any health and safety instruction;
- iii. obey all health and safety rules of the SPWP;
- iv. use any personal protective equipment or clothing issued by the employer;
- v. report any accident, near-miss incident or dangerous behaviour by another

person to their employer or manager.

- C3.1.7.19 Compensation for Injuries and Diseases
  - (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
  - (b) A worker must report any work-related injury or occupational disease to their employer or manager.
  - (c) The employer must report the accident or disease to the Compensation Commissioner.
  - (d) An employer must pay a worker who is unable to work because of an injury caused

by an accident at work 75% of their earnings for up to three months. The employer

will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

caused by accidents outside the workplace such as road accidents or accidents at home.

## C3.1.7.20 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who

wishes to resign should advise the employer in advance to allow the employer to find a replacement.

(d) A worker who is absent for more than three consecutive days without informing the

employer of an intention to return to work will have terminated the contract. However, the

worker may be re- engaged if a position becomes available for the balance of the 24-month period.

(e) A worker who does not attend required training events, without good reason, will have

- (f) terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
  - C3.1.7.21 Certificate of Service

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

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

## C3.1.7.22 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

C3.1.7.23 Provision of Hand tools

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

C3.1.7.23 Reporting

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

## SPC3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1989	:	Earthworks
SABS 1200 GA 1982	:	Concrete (Small Works)

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria: SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works

## SPC3.1.1 Temporary Works

The temporary works to be undertaken is the construction of bypass, watering and maintenance to keep it smooth and safer while constructing the road. Temporary



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

accommodation of traffic will also be done by means of placing temporary road signs before the commencement of any work within the road formation aid shall be undertaken to the requirements and details shown on the accommodation of Traffic drawings. Temporary road signs will be removed on completion of the construction work when they are no longer required.

## SPC3.1.2 General Information

## SPC3.1.2.1 Drawings

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

The contractor will be supplied with an unreduced 0.05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost. Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

## SPC3.1.2.2 Water for Construction purposes, power supply and other services

The contractor shall make all his/her own arrangements concerning the supply of construction water, electrical power and all other services. Construction water must be tested and approved by the Engineer prior to uses. No direct payment will be made for the provision of such services. The cost therefore shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

## SPC3.1.2.3 Contractor's Camp Site and Security

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

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water. Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no direct claims in this regard but on site establishment.

## SPC3.1.2.4 Additional Requirements for Construction Activities

- SPC3.1.2.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- SPC3.1.2.4.2 The Contractor shall submit proposals in connection with directional signs to the

engineer for approval. Deviation layout will form part of the issued drawings.

## SPC3.1.2.5 **Programme Requirements for Construction Activities**

The contractor shall programme his activities to be suitable in terms of his resources



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to complete the contract inside the stipulated time period.

## SPC3.1.2.6 Construction in Confined Areas

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

## SPC3.1.2.7 Site Usage: Additional Requirements for Construction Activities

- a) The Constructor shall be responsible for the accommodation of traffic. In all cases shall be the existing number of traffic lanes and possible movements of traffic be retained. The Contractor 's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all additional costs which may arise from this, and no claims for extra payment following on inconvenience caused by or a result of the modus operandi to be followed will be considered.
- b) The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- c) Failure to maintain road signs, warning signs, or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer to stop the Works until the road signs, etc. to have been repaired to his satisfaction.
- d) The Contractor may not commence constructional activities before adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.



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- e) The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.
- f) The Contractor may not construct any deviations without the written approval of the Engineer.

## SPC3.1.2.8 Permits and Wayleaves

The Contractor shall obtain wayleaves before construction commences from the relevant services agencies.

## SPC3.1.2.9 Water for Construction purposes, power supply and other services

The Contractor shall make all his own arrangements concerning the supply of construction water, electrical power and all other services. The water for construction shall be tested and the results must be submitted to the Engineer prior to construction. No direct payment will be made for the provision of such services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for work for which these services are required.

## SPC3.1.2.10 Survey Control and Setting out of the Works.

The Contractor shall check all survey control beacons indicated on the drawings before commencing with the works and must immediately notify the Engineer of any discrepancy.



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## **C3.2: PROJECT SPECIFICATIONS**

## <u>STATUS</u>

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for civil contracts, and they may therefore cover items not applicable to this particular contract.

## C3.2.1 Design

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

## C3.2.2 Employer's Design

(a)Detail description of Works

(b)General Works (c)Sign Gantries.

## C3.2.3 Contractor's Design

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

## C3.2.4 Design procedures

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



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PART C: GENERAL

## PS1 PROJECT DESCRIPTION

This contract comprises the construction of a waste disposal facility (Landfill Cell) comprising of clearing and grubbing, excavation, earthworks, leachate drainage system in the cell, leachate collector pipes and sump, concrete drift, 300mm granular or sand cover, perimeter road, manhole and related infrastructure. The Contractor's obligations under Contract comprise the construction, completion and maintenance of the Works.

The provision of all labour, materials, construction plant, temporary works and everything, whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred in the Contract.

## PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Access to site

Makhado Waste Disposal Facility (Landfill) is situated approximately 10km North West of Makhado. The project falls within the Makhado Municipality's area of jurisdiction in the Limpopo Province and forms part of the Vhembe District Municipality.

Access to the site can be obtained via the public streets within the perimeter of the site of works. The contractor shall be responsible for the maintenance and reinstatement of damage

caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The contractor shall take cognizance of the aforementioned items and should allow in his

rates tendered for any costs that could be incurred due to damages by the contractor.

## PS3 DETAILS OF THE WORKS

## 3.1 Scope

- i) Clearing and Grubbing
- ii) Excavation
- iii) Bedding
- iv) Lining of a landfill cell with liners.
- v) Leachate drainage system in the cell.

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- vi) 300mm granular material
- vii) Leachate drainage pipe system to evaporation.
- viii) Earth Road
- ix) Earth Stormwater Drain

## PS4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and** *Management Requirements for Works Contracts.* These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

## **4.2** Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The reduced drawings form part of the tender documents as mentioned under Part T1 and shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all dimensions which are given on the drawings and inform the Engineer of any conflicting dimensions.

**4.3 Responsibilities for design and construction** (*Read with* SANS 1921 – 1:2004 Clause 4.2)



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- **4.3.1** The responsibility strategy followed in this contract shall be A.
- **4.3.2** The structural and civil engineer responsible for the design in accordance with the specification is: Victory Development Project
- **4.4.1 Planning, Programme and Method Statements** (*Read with SANS1921-1:2004 clause 4.3*)

## **4.4.1** *Preliminary programme*

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion <u>in addition</u> to a tender based on the initial tendered Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

## **4.4.2** Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.

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- (d) Work to be undertaken by Local Contractor (if applicable)
- (e) Training Courses
- (f) Schedule of plant and resources to be utilized

The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2015.

## **4.4.3** *Time for Completion*

The tenderer shall indicate under section C1.2.2: *Data provided by Contractor* the time within which the contract shall be completed.

## **4.4.4** Delay in Completion

The Contractor shall organize the Works in such a manner that no delays occur. Delays due to faulty organization or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

## **4.5** Quality Assurance (QA) (*Read with* SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.



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## **4.6** Management and disposal of water (*Read with SANS 1921 - 1: 2004 clause 4.6*)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.



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- **4.7 Earthworks** (*Read with SANS 1921 1: 2004 clause 4.10*)
- 4.7.1 Landfill Cell and Compacted soil liner

This activity is incomplete with only approximately 70% of the excavation done. The topsoil and overburden have been stripped and stockpiled. The excavation has been extensively invaded by vegetation.

Outstanding work may include finalizing the excavation, construction of the side slopes and perimeter berm and construction of the compacted soil liner.

**4.8** Testing (*Read with SANS 1921 – 1: 2004 clause 4.11*)

## 4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. T Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

## 4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the laboratory. The cost of acceptance testing shall be to the account of the client.

## **4.9** Site Establishment (*Read with SANS 1921 - 1: 2004 clause 4.14*)

## 4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.



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The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

The chosen site shall be subject to the approval of the Engineer and Employer. Possible locations for a campsite shall be pointed out at the Site Inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

## 4.9.2 Power Supply

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

## 4.9.3 Water Supply and Sewer

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works from the site.

The Contractor shall make his own arrangements concerning the supply of water and sewer disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.

The Contractor must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.



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#### 4.9.4 Accommodation of Employees

No existing facilities are available. All the necessary site facilities shall be provided and maintained by the Contractor. The requirements regarding notice boards, laboratories, accommodation and survey equipment for use by the Engineer. etc. are set out in sections PSA and PSAB of the project specification

## 4.9.5 Water for construction

The Contractor shall make his own arrangements for the supply and distribution of water and power.

4.9.6 Facilities for the Engineer

A separate office is required for the specific use of the Engineer.

4.9.7 Telephone Facilities

Telephone and facsimile facilities are needed on the site.

## **4.9.8** Survey beacons (*Read with SANS 1921 - 1: 2004 clause 4.15*)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

## **4.10** Existing Services (Read with SANS 1921 - 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered:



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SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Makhado Municipality	Sewer, water and electrical infrastructure

## **4.11 Health and Safety** (*Read with SANS 1921 - 1: 2004 clause 4.18*)

## 4.11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4.

## **4.11.2** Health and Safety Specifications and Plans

## (a) Employer's Health and Safety Specification

A Health and Safety Specification is included in Section C3.3, Part PE of the tender documents as part of the Particular Specifications.

## (b) <u>Tenderer's Health and Safety Plan</u>

The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction



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- Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

## **4.11.3** Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

## **4.12** Management of the environment (*Read with SANS 1921 - 1: 2004 clause 4.19*)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

## **4.12.1** Natural Vegetation

The Contractor shall confine his operation to the limits of the pipeline reserve (4m wide) for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.



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4.12.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

## 4.12.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan will be adhered to.

## 4.13 Contract Name board

One official contract name board, as per C4.2 *Site Information: Construction Notice Board*, is required for this contract.

## 4.14 *Railway Facilities*

The nearest railway siding is Makhado Railway Station.

## PS 5 SECURITY CLEARANCE OF PERSONNEL

Tenderers should note that the Makhado Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Makhado Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

## PS 6 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.



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Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

## PS 7 EXECUTION OF THE WORKS

## 7.1 Inspection by the Engineer

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

## 7.2 Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

## PS 8 EXPANDED PUBLIC WORKS PROGRAMME (EPWP) LABOUR INTENSIVE

**SPECIFICATION** (*Read with SANS 1914 -5 2002 and Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) third edition 2015*)

#### 8.1 *Labour intensive competencies of supervisory and management staff* Contractors having a CIDB Contractor grading designation of 5CE and higher only shall

engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

## Table 1: Skills programme for supervisory and management staff



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Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques or the equivalent	This unit standard must be
		QCTO qualification	completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage or the equivalent QCTO qualification	any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or the equivalent QCTO qualification	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures or the equivalent QCTO qualification	
Site Agent / Manager (i.e. the Contractor's most senior representative that is resident	5	Manage Labour Intensive Construction Processes or the equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification
on the site)			

## 8.2 Employment of unskilled and semi-skilled workers in labour-intensive works

## 8.2.1 Requirements for the sourcing and engagement of labour.

- **8.2.1.1** Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 8.2.1.2 The rate of pay set for the SPWP is R 180 per task or per day.
- 8.2.1.3 Tasks established by the Contractor must be such that:
  - a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.



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- **8.2.1.4** The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.
- **8.2.1.5** The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income;
  - d) those who are not in receipt of any social security pension income
- **8.2.1.6** The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a) 55% women;
  - b) 55% youth who are between the ages of 18 and 25; and
  - c) 2% on persons with disabilities.
- 8.2.2 Specific provisions pertaining to SANS 1914-5

## 8.2.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

## 8.2.2.2 Contract participation goals

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

## 8.2.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.


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# 8.2.2.4 *Variations to SANS 1914-5*

The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the Contractor.

The schedule referred to in 5.2.2.3 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

# 8.2.2.5 Training of targeted labour

- a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The Contractor, must access this training by
- c) informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- d) A copy of this training request made by the Contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- e) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- f) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.



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- g) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of d above.
- h) Proof of compliance with the requirements of b to f must be proven.
- 8.3 Typical construction work to be executed applying labour intensive principles
  - 8.3.1 Construction of drift and shape of cell slopes
  - 8.3.2 Backfilling of leachate pipes
  - **8.3.3** Laying of leachate pipes
  - **8.3.4** Construction of manholes
  - **8.3.5** Lining of the cell



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# PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

# SABS 1200 A: CIVIL ENGINEERING CONSTRUCTION: GENERAL

# PSA <u>GENERAL (SABS 1200 A)</u>

PSA 1 MATERIALS (Clause 3)

# PSA 1.1 <u>Standardisation mark</u> (Clause 3.1)

Add the following to the Clause:

All material delivered to the site shall bear the Official Standardisation Mark.

PSA 2 PLANT (Clause 4)

# PSA 2.1 <u>Restrictions on employee accommodation</u> (Sub-clause 4.2)

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees.

The Employer shall place an area at the disposal of the Contractor to enable him to erect his site offices, workshops and stores. Any facilities shall comply with the requirements of the local authority. The Contractor shall provide his own fencing and site security.

**PSA 3** CONSTRUCTION (Clause 5)

# PSA 3.1 <u>Dealing with water</u> (Sub-clause 5.5)

In addition to the items as set out in Subclause 5.5, the Contractor shall also provide pumping equipment, pipes and other equipment as may be necessary



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**PSA 4** MEASUREMENT AND PAYMENT (Clause 8)

#### PSA 4.1 Fixed charge and Value Related Items (Sub-clause 8.2.1)

*R*eplace the sub-clause with the following:

"Payment shall be a lump sum to provide for the Contractor's expenses in connection with:

(a) setting up and maintaining his organisation, camps and plant on the site;

(b) effecting the insurance's and indemnities required in terms of the General Conditions of Contract

(c) meeting all other general obligations and liabilities which are not specifically measured for payment in these contract documents.

The lump sum total of items (a), (b) and (c) as measured and Fixed Charge Items and time Related Items shall not exceed 15% of the nett total Tender Amount. If the Tenderer should tender a higher amount for this item it shall be reduced to the amount allowed above and all other tendered prices increased in the proportion required to retain the same Nett Total Tender Amount.

The tendered lump sum shall not be subject to any variation if the actual value of work done under the Contract exceeds, or falls short of, the Tender Amount, or as a result of an extension of time for completion in terms of Clause 42 of the General Conditions of Contract.

Any payment made under this item shall not be taken into account when determining whether the value of a certificate complies with the "minimum amount of monthly certificate" laid down in the Appendix.

Before any payment is made under this item the Contractor shall satisfy the Engineer that he has provided on site an establishment and plant of good quality and in value exceeding that of the first instalment. The Contractor may be asked to furnish documented proof that he owns the offices and plant on site, the value of which should exceed the amount claimed in the first certificate. In the event that the Contractor cannot satisfy the Engineer as to the value or ownership, the Engineer shall have the right to withhold part of any payments to be made under this item, until the Works have been completed.

Payment of the lump sum shall be made in three separate instalments as follows:

(a) The first instalment, 50% of the lump sum, will be paid in the first payment certificate after the Contractor has met all his obligations under this subclause and has made a substantial start on construction in accordance with the approved programme.



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- (b) The second instalment, 35% of the lump sum, will be paid when the value of the work done reaches one half of the Nett Total Tender Amount.
- (c) The third and final instalment, 15% of the lump sum, will be paid when the works have been completed and the Contractor has fulfilled all requirements of this sub-clause. No payment for the scheduled Fixed Charge Items for this contract will not be made until the requirements regarding and the erection of name boards have been met."
- **PSA 4.2** <u>Time-Related Items</u> (Sub-clause 8.2.2)

# Replace this sub-clause with the following:

Subject to the provisions of 8.2.3 and 8.2.4, payment of item 8.4 (time-related item) will take place in equal monthly amounts, calculated on the tendered amount for the item, divided by the contract period in months, with the understanding that the total

of the monthly payments which was paid for this specific item does not exceed the proportion that the progress of the works to date bears in relation to the works as a whole.

Should the Engineer grant an extension of time, the Contractor is entitled to an increase in the amount tendered for time related items, and this increase must be kept in the same proportion to the original tender amount as the extension of time is to the original time of the completion of the works.

Payment for such increased amounts will be considered as full compensation for all time related, provisional and general costs which arise as a result of the extension of time.

# **PSA 4.3** <u>Exposing of existing services</u> (add the following Sub-clause 8.9)

Add the following new pay item:

Item:

Excavation by hand in all materials to expose existing services Unit: m³

The tendered sum must include full compensation for all hand excavation as per the dimension approved by the Engineer for the locating, exposing and moving of existing services. Excavation outside of approved dimensions will not be paid. The rate must also include for backfill and compaction to 90% of mod AASHTO density and, if



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applicable, the removal of excess material not used for backfill, the securing of excavations, for handling surface and subsurface water, for protection of existing services and for any other activity necessary to complete the work. Free haul of 1,0 km will be applicable on the transport of excess material.

No distinction will be made between classes of material or types of services.

<u>Note:</u> The Contractor must provide sufficient supervision over labourers when services are exposed.

**PSA 4.4** <u>Occupational Health and Safety</u> (add the following Sub-clause 8.10)

Add the following new pay items:

Item:

Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

- a) Complete "Notification of Construction" form and submit Unit: Sum
- b) Prepare a Health and Safety Plan for compliance with all the requirements of the OHS Act and the Construction Regulations 2003 and submit

to the engineer Preparation of a Health & Safety Plan Unit: Sum

- c) Compilation of a Risk Assessment prior to Construction Unit: Sum
- d) Health & Safety induction Training of employees Unit: Sum
- e) Compilation and keeping up to date the Health & Safety plan and file which shall include all documentation required in terms of the act, over the entire construction period Unit: Sum

The tendered sum shall include full compensation for providing the above services as required from the Occupational Health & Safety Act. The rate shall include all related costs incurred by the Act, remuneration of personnel, trainers, etc. and equipment required for the execution of the required services as depicted by the Act. The tendered amount for items a, b, c, d and e shall only be paid on the successful completion of the task as approved by the client. The tendered amount for item e shall be paid on a monthly basis.



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**PSA 4.5** Facilities for Engineer (Fixed Charge) (Sub-clause 8.3.2.1)

# PSA 4.5.1 Furnished office (Sub-clause 8.3.2.1 a)

Add the following to the pay item:

No office will be required for the Engineer.

**PSA 4.6** Facilities for Engineer (Time Related) (Sub-clause 8.4.2.1)

# PSA 4.6.1 <u>Furnished office</u> (Sub-clause 8.4.2.1 a)

Add the following to the pay item:

No office will be required for the Engineer.

**PSA 4.6.2** <u>Survey assistant and materials</u> (Sub-clause 8.4.2.1 d) Add the following to the pay item:

The Contractor shall make available for the duration of the contract period, when required by the Engineer, one skilled and one unskilled survey labourers.



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# SABS 1200 D: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS

# PSD EARTHWORKS (SABS 1200 D)

# PSD 1 SPECIFICATION FOR BORROW PITS

#### PSD 1.1 SCOPE

This section shall include all work in obtaining materials for work under this contract, negotiation with owners of the ground on which borrow pits are situated, clearing the site, stripping excess or unsuitable overburden, excavating selected material for use on the works, and finishing off the borrow area to the satisfaction of both the owners and the Engineer, all in accordance with these Specifications or as directed.

#### PSD 1.2 GENERAL

The Contractor shall be solely responsible for the locating and supply of all materials required from borrow pits for the due and proper construction of the works embodied in this contract.

Before commencing operations at any borrow pit the Contractor shall consult the property owner concerted and the Engineer regarding his proposals for operating the quarry or borrow pit and obtaining access thereto.

The Contractor shall take all measures for the protection and control of livestock, etc., which is made necessary by his operations, such as providing of gates in the existing fences and ensuring that all gates are closed during the whole of the time that they are not actually in use by his traffic.

Where access to the Contractor's quarries is not obtainable by existing roads he shall after consultation with the property owner concerned construct such access roads and provide such gates as he requires and as the authorities concerned may agree to, but the cost of construction of such access roads and the provision of gates shall be deemed to be covered by the prices tendered for the construction of those parts of the works in which the materials from the quarries concerned are being used. The provision of gates and subsequent removal of the gates when no longer required as well as restoration of the fence to its former standard will be at the Contractor's expense.

Whenever required by the owner of the land on which the borrow pit is situated or when it appears necessary in the interest of public health, or the prevention of soil erosion, adequate provision for draining the borrow pit must be made.



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#### PSD 1.3 USE OF IMPORTED MATERIAL

The onus shall rest on the Contractor to ensure that the materials used in each stage of the work comply with the requirements for materials as specified for that stage before proceeding with the processing of the next stage and the Contractor is required

to ensure that his organisation is at all times properly and adequately equipped to fulfil the above requirements.

All materials which do not conform to the requirements of these Specifications, shall be considered as defective and all such material, whether in place or not, shall be removed from the site of the works by the Contractor at his own expense.

No payment will be made for the shifting of the Contractor's equipment from one borrow pit position to the next.

#### PSD 1.4 TAKING AND TESTING OF SAMPLES

The Contractor must supply the Engineer with comprehensive test results regarding the proposed borrow material 14 days before any borrowing starts. The results must contain enough information to enable the Engineer to access the quality and quantity of material available from the borrow site. The total cost of these tests must be borne by the Contractor. The exploitation of the pit must be planned in such a way that material of varying quality may be planned in such a way that material of varying quality may be selected and loaded directly or otherwise stockpiled temporarily without contamination.

If, after trial, it is found that any sources of supply, which have previously been approved, do not furnish a uniform product, or if the product from any source proved unsatisfactory in any way, the Contractor shall furnish materials from other approved sources.

The Engineer may from time to time instruct the Contractor to submit samples from approved sources of supply in order to ensure that the quality of materials remains satisfactory.

The cost of taking and testing of samples shall be borne by the Contractor.



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# PSD 1.5 MEASUREMENT AND PAYMENT

The rate for importing material from borrow pits selected by the Contractor or other commercial sources (item 8.3.4(a)2) shall cover the cost of acquiring suitable material, handling and transportation regardless of distance, and placing. No separate payment will be made for location of borrow pits, the taking of samples, the testing of samples, the construction and maintenance of access roads, the clearing of the borrow pit site, the removal and replacement of overburden, the shaping and drainage of borrow pits, the scarifying of access roads, and paying of any royalties.

#### PSD 1.6 FREEHAUL

Replace clause 5.2.5.2 with:

All haul will be regarded as free haul.

#### PSD 1.7 CLASSIFICATION OF EXCAVATIONS

Notwithstanding anything to the contrary as may be contained elsewhere in the specifications, excavations shall be classified according to the specified method of excavation as follows:

- (i) Excavations which are:
  - not specified in as being required to be executed utilizing labour intensive construction methods: and

-specified as being required to be executed utilising labour-intensive construction methods but which notwithstanding, are executed by the Contractor using mechanical plant and equipment which is prohibited in terms of the project specifications, either with the prior authorisation of the Engineer or in breach of the provisions of the specifications:

shall be classified in accordance with the provisions of the SABS 1200 standard specification.

- (ii) Excavations which are specified as being required to be executed utilising labour-intensive construction methods and which are so executed, shall be classified in accordance with TABLE 1.
- (iii) Where only softer classes of excavation are required in terms of part 1 to be executed



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utilising labour-intensive methods, the classification for the purposes of determining the cut-off point for labour intensive excavation shall be made in terms of sub subclause (ii) above, and the excavation beyond the cut-off point shall be in terms of sub subclause (i) above. (i.e. a material classified as "intermediate" in terms of sub subclause (ii) may, when not excavated by labour intensive methods, be classified as "soft" in terms of sub subclause (i).

(iv) Where materials which are specified to be excavated utilising labour intensive construction methods are not in fact excavated by such methods, whether in compliance of an instruction from the Engineer, or in accordance with a concession granted by the Engineer or through default of the Contractor,

classification of the material shall be in terms of sub subclause (i) above.

	NUMBER OF BLOWS REQUIRED FOR A DCP PENETRATION OF 100mm		
	GRANULAR SOIL	COHESIVE SOIL	
SOFT - Class 1	≤2	≤1	
SOFT - Class 2	> 2, ≤ 6	> 1, ≤ 5	
SOFT - Class 3	> 7, ≤ 5	> 5, ≤ 8	
INTERMEDIATE	> 15, ≤ 50	> 8,	
HARD	> 50	-	

# TABLE 1

"In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in-situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

#### Scope

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



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- a) trenches having a depth of less than 1.5 metres
- b) Leachate drainage pipes
- c) Preparation of cell slopes
- d) Lining of cell with liners

#### 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.

# 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 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### Note:

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

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle

of 60° with respect to the horizontal) into the material being used.



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17 Table 1: Consistency of materials when profiled

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 upto 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 geologica pick point.

#### Trench excavation

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

#### Compaction of backfilling to trenches (areas not subject to traffic)

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

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic come 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 10mm 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.

#### 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.



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#### Measurement and payment

Separate items will be listed in the schedule of quantities for works which are required to be executed utilising labour-intensive construction methods and for works to which such requirement does not apply:

Items which apply in respect of Works which in terms of part 1 are required to be executed utilising labour-intensive construction methods, are identified in the schedule of quantities by way of the upper-case letter "L" suffixed to the item number. Item numbers not suffixed with the letter "L" shall, unless the context implies otherwise, be deemed to apply in respect of Works not required to be executed by labour intensive methods.

Where any item in the SABS 1200 standard specifications or in part 2 refers to the measurement and payment of excavations in terms of increments in the depth of the excavation, the depth increment for excavations required in terms of part 1 to be executed by labour intensive methods shall be taken as 1,0 metre.

The measurement and payment clauses as set out in the SABS 1200 standard specification and in part 2 shall, unless specifically stated to the contrary, apply generally whether or not the Works to which they relate are required to be executed utilising labour intensive construction methods; provided always that where the Works is required to be executed by labour intensive construction methods, each particular clause shall be interpreted and constructed mutatis mutandis in accordance with the provisions of this clause 2.



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# C3.3 PARTICULAR SPECIFICATIONS, VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

#### **C3.3.1 PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

#### SANS 1200 C: SITE CLEARANCE

PSC 1 MATERIALS

# PSC 1.1 Disposal of Material (Sub clause 3.1)

The material resulting from clearing and grubbing shall be transported to an approved dumping area, or as directed by the Engineer.

Sub clause 3.1 is amended to include: "A free-haul distance of 2, 0 kilometres from disposal of cleared and grubbed material shall apply."

#### PSC 2 CONSTRUCTION

PSC 2.1 Clearing

Sub clause 5.3(a) is amended to read:

"The removal of all trees and tree stumps, not exceeding 1 m girth and bushes (complete with roots), other vegetation, refuse, fences and all other material that may interfere with the construction of the works."

Sub clause 5.3 (c) is deleted. Sub clause 5.3 (e) is deleted.

# PSC 2.2 Conservation of Topsoil (Sub clause 5.6)

Topsoil shall be removed and conserved as directed by the Engineer.

# PSC 3 MEASUREMENT AND PAYMENT

#### PSC 3.1 Clear and Grub (Sub clause 8.2.2)

The rate for clear and grub shall include for the transport of materials and up to a distance of 2,0km from the perimeter of the site of the works measured along the shortest practical route as approved by the Engineer.

#### PSC 3.2 Removal and Conservation of Topsoil

The rate for return of topsoil to borrow pit areas shall cover the cost of loading from stockpile, transporting and spreading as specified and shall be extra over the rate for stripping and stockpiling.

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Notwithstanding the provisions of Clause PSC 3.1, no payment for clearing and grubbing will be made in areas designated for the removal and conservation of topsoil, except where so specifically designated by the Engineer.

# PSD 3 PLANT

All work shall be carried out using labour intensive methods where possible.

# PSD 4 FREE-HAUL (SUB CLAUSE 5.2.5.1)

All haul within the site of works or within a distance of 2,0 km outside the of the boundaries of the Contract as indicated on the drawings shall be regarded as free- haul.

# PSDB 4.1 Stabilization of Backfill Material

If and where directed by the Engineer, backfill material shall be stabilized by thorough mixing with the specified stabilizing agent before compaction takes place. Compaction shall be completed within 4 hours on the initiation of the mixing process.

# PSD 5 MEASUREMENT AND PAYMENT

#### **PSD 5.1 Cross Section for Quantities**

Separate payment for the taking of cross-sections for road-works will be made. For sewer work, the cost thereof shall be deemed to be included in the rates Bidded in the Schedule of Quantities.

#### PSDB 6 MEASUREMENT AND PAYMENT

#### **PSDB 6.1 Computation Quantities**

Sub clause 8.2.3 is amended to read as follows;

"Wherever volumetric measurement is required, the volume will be computed from the depth indicated on the drawings or to the bottom of the specified bedding cradle, whichever is the greater and the width determined from Table 2 in DB 4.1 herein.

Nominal Diameter	Side allowance on each side	
	(mm)	
Up to 125 125 – 700 700 – 1000 1000 – 2000 2000 - Up	300 300 400 500 600	

TABLE 2 – MAXIMUM	TRENCH WIDTHS
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# PSDB 6.2.1 Extra over above PSDB 4.1 AND 8.3.2 (1) stabilization

Stabilization of materials shall be measured per cubic meter of material stabilized. The rate Bidded and paid for shall be extra over and above the rate for placing and compacting the material and shall include full compensation for the spreading and through mixing of the stabilizing agent and for any additional water that may be required, (but excluding the cost of the stabilizing agent which shall be measured separately.)

# PSDB 6.2.4 Stabilizing Agent

The unit of measurement shall be by the tone of stabilizing agent. The rate Bidded and paid for shall include compensation that the Engineer may direct (placing and mixing of the stabilizing agent shall be measured separately.)

# **PSDM** Earthworks (Roads and Subgrades)

GCL Liner shall be installed according to manufacturer's specifications.

PSDM1 GCL Liner (Envirofix X800 or Similar. 3700/m² Bentonite as

indicated on the drawing attached.....m²

Measurement of GCL Liner will be in square meters and the rate shall include for the supply, delivery, installation complete as well as labour.

# PSX Geomembrane Liner

PSX 1 Scope

This specification covers the supply and installation of the geomembrane liner for the landfill cell at Makhado Landfill Site.

PSX 2 General

#### PSX 2.1 Anchoring

The Lining Contractor shall supply double lined sandbags or other method approved by the Engineer to keep all material in place during the installation process. The bags are to be filled with sand (max. particle size 5mm).

PSX 2.2 Marking on the Liner

All markings on the geomembrane shall be made with an indelible white marker.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Only the Lining Contractor and the Engineer will be allowed to make any markings on the liner.

# PSX 3 Submittals

The following documentation shall be submitted to the Engineer for approval at least ten (10) days prior to the commencement of the liner installation:

- Mill certification and quality control documentation from the manufacturer of each type and gauge of synthetic material supplied for this project. Submittal shall include dates of manufacture, chemical composition, batch numbers, and documentation of the manufacturer's quality control programme.
- Proposed layout drawings of the installation, showing panel location and location of seams for each layer of synthetic material to be installed.
- Method Statement detailing the Lining Contractor's proposed construction procedure of the specific elements of the Works. No work related to such elements shall commence before the method statement has been submitted. The Lining Contractor shall include for the cost of the preparation of the method statement in the schedule of quantities (in the installation rate).

#### PSX 4 Materials

The quantities set out in the schedule of quantities have been determined from data available at the time. However, the liability shall rest entirely and solely with the Lining Contractor to determine, before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the specifications and the drawings issued to the Lining Contractor for construction purposes.

Any reliance placed by the Lining Contractor on the estimated quantities stated in the Schedule of Quantities, or measurements made by the Lining Contractor from the drawings shall be entirely at the Lining Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Lining Contractor on this basis.

All liner areas stated in the bill of quantities are nett.

# PSX 4 .1 HDPE (High Density Polyethylene)

A high-density polyethylene (HDPE) with a thickness of 3mm (3000 micron) shall be supplied and installed as the primary liner in the contaminated stormwater pond/s by the Lining Contractor. The material shall comply with the specification as stated below. The supplier shall supply confirmation, in writing, and supporting documentation as to the compliance of the Geomembrane supplied to the specifications prior to the installation of the liner. Sample will be taken from the material delivered to site and tested.

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PROPERTY	UNIT	TEST VALUE	TEST METHOD	TEST FREQUENCY
Thickness	mm	2 (nom) -10%	ASTM D5199	Per roll
Density	g/ml	0.940 (min)	ASTM D1505/D 792	90 000 kg
Yield Stress	kN/m	29		
Break Stress	kN/m	5	ASTM D638	9 000 kg
Yield Elongation	%	12	Type IV 9 000 kg	
Break Elongation	%	700	_	
Tear Resistance	N	249	ASTM D1004	20 000 kg
Puncture Resistance	N	640	ASTM D4833	20 000 kg
Stress Crack Resistance	hr	200	ASTM D5397	
Carbon Black Content	%	2.0-3.0	ASTM D1603	9 000 kg
Carbon Black Dispersion		See Note	ASTM D5596	20 000 kg
Oxidative Induction Tim e Standard OIT High Pressure OIT	min	100 400	ASTM D3895 ASTM D5885	90 000 kg
Oven Ageing at 85°C Standard OIT High Pressure OIT	% retained after 90 days	55 80	ASTM D5721	Per formulation
UV Resistance High Pressure OIT	% retained after 90 days	60	GM 11	Per formulation

Note: Carbon Black Dispersion for 10 different views: Minimum 8 of 10 in categories 1 and 2; All 10 in Categories 1, 2 and 3.



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# PSX 4.2 Geotextiles

The geotextiles as specified below shall be provided and installed by the Civil Contractor as detailed in the drawings, in consultation with the Lining Contractor.

The supplier shall supply confirmation, in writing, and supporting documentation as to the compliance of any material supplied to the specifications prior to installation.

PROPERTY	UNIT	TEST VALUE	TEST METHOD
Material Type		woven	
Mass	g/m2	300	SANS 10221
Thickness	mm	2.5	SANS 10221
Trapezoidal Tear	N	450	ASTM D4533
Penetration Load	kN	3.2	SANS 10221
Puncture Resistance	mm	14	CPA
Grab Strength	N	1200	ASTM D4632

# GEOTEXTILE – GAS FILTER & PROTECTION LAYER

# PSX 5 Material Delivery

The area where the material is to be stored shall be free of any protrusions, rocks and other sharp objects which could damage the material.

The Engineer or his representative should be present, whenever possible, to observe the material delivery and unloading on Site. The Engineer or his representative is to note any material received in damaged state. Upon mobilization to Site, the Lining Contractor shall:

- verify the equipment used on site is adequate and does not risk damage to the geomembrane or other materials,
- o mark rolls or portions which appear damaged,
- verify that storage of materials ensures adequate protection against dirt, theft, vandalism and passage of vehicles,
- ensure that rolls are properly labelled and that labelling corresponds with Quality Control documentation,
- complete roll numbers, date, roll size and any damage will be logged on the material delivery list.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

PSX 6 Geomembrane Placement PSX 6.1 Field Panel Identification

Each panel used for the installation will be given a number which will be correlated with a batch and roll number. This panel identification number shall be related on the panel placement log.

PSX 6.2 Field Panel Placement

Location

The Lining Contractor will indicate the location of field panels on the layout drawing.

These notations will be maintained and submitted by the Lining Contractor to the Engineer on a daily basis, or as deemed necessary by the Engineer.

If the Lining Contractor fails to deliver the above data at said time, the Works will be stopped until such time as the data is submitted to the Engineer. The Lining Contractor will be responsible for any costs incurred due to a delay in the programme.

Compensation for Material Expansion and Contraction

The Lining Contractor shall make allowance for extra material to allow for contraction of the material during cold weather. Closure welds to be completed in the coolest part of the day after exposure to a number of temperature cycles.

# Intimate Subgrade Contact

All effort shall be made to install the material in such a way that the best possible contact with the subgrade is obtained (i.e. the geomembrane shall be flush with the subgrade during the coldest period of the day).

# Installation Schedule

The Lining Contractor shall provide an Installation Schedule so that progress can be measured on an ongoing basis. The schedule shall give an indication of when deployment, welding and testing will take place.

#### Weather Conditions

Geomembrane deployment will not be done during any precipitation, in the presence of excessive moisture, in an area of standing water or during high winds.

#### Method of Placement



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

The method and equipment used to deploy the panels must not damage the geomembrane or the supporting subgrade surface.

No person walking on the geomembrane will wear shoes that can damage the geomembrane or engage in actions which could result in damage to the geomembrane. No vehicles will be allowed to travel over the geomembrane or engage in actions which will result in damage to the geomembrane.

Adequate temporary sandbags or other approved methods to prevent uplift of the geomembrane by wind, shall be provided by the Lining Contractor.

# Damage

Any area of a panel that is damaged (torn, twisted or crimped) will be marked and repaired in accordance with Clause 9.

# PSX 7 GEOMEMBRANE FIELD SEAMING

#### PSX 7.1 Seam Layout

In general, seams shall be orientated parallel to the slope, i.e. orientated along, not across, the slope. Whenever possible horizontal seams shall be located on the base of the cell, not less than 2m from the toe of the slope. Each seam made in the field shall be numbered, according to a notation decided on by the Engineer and the Lining Contractor. The following information shall appear on each seam and on the seam log:

- Seam number.
- Welder name (identification).
- Temperature setting and/or speed/pressure setting.
- Time welded.
- The length of the weld.

# PSX 7.2 Seam Equipment and Products

Double Wedge Weld Seaming

Double wedge welding consists of placing a heated wedge, mounted on a self- propelled

vehicular unit, between two overlapped sheets such that the surface of both sheets is heated above the geomembrane material's melting point. After being heated by the wedge, the overlapped panels pass through a set of pre-set pressure wheels which compress the two panels together to form a weld. A channel is formed which can be used for testing the integrity of the weld. The temperature of the wedge is continuously monitored.

Extrusion Seaming



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Extrusion welding consists of introducing a ribbon of molten resin along the edge of the overlap of the two geomembrane sheets to be welded. A hot air preheats and the addition of a molten polymer causes some of the material from each sheet to be liquefied resulting in a homogenous bond between the molten weld bead and the surfaces of the overlapped sheets. The extrusion welder is equipped with gauges giving the temperature in the machine and numerical setting for the pre-heating unit.

PSX 7.3SSSeam

Preparation Double

Wedge Weld Seaming

The panels of geomembrane should be overlapped by approximately 100mm to 150mm prior to welding.

The seam area should be cleaned prior to seaming to ensure the area is clean and free of moisture, dust, dirt or debris of any kind.

The panels should be adjusted so that the seams are aligned with fewest possible number of wrinkles or "fish mouths". A movable protective layer may be used, at the discretion of the Lining Contractor, directly below the overlap of geomembrane that is to be seamed to prevent build-up of dirt or moisture between the panels.

# Extrusion Seaming

Grinding shall be completed no more than 30 minutes prior to seaming. The orientation of the grinding marks shall be perpendicular to the seam direction and to a depth equal to approximately 5% of the geomembrane thickness. Grinding shall not exceed 10% of the geomembrane thickness. Grinding marks which appear more than 6mm beyond the extrudate is prohibited and will require repair by placement of a cap strip over the entire seam where the excessive grinding is observed.

The extrusion welder shall be purged of all heat degraded extrudate in the barrel prior to beginning a seam. This procedure shall be performed every time the extruder is started after a two minute or longer down time.

Welding of seams shall be accomplished in a manner that each seam terminates at a panel end, a specific detail, or on a long straight run where it can be easily resumed. If the seaming needs to be disrupted in mid-seam, the extrudate end shall trail off gradually, rather than terminate with a large mass of solidified extrudate. Where extrusion fillet welds are temporarily abandoned long enough to cool, they must be ground prior to applying new extrudate over



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the existing seam. This restart procedure shall be followed on patches, pipes, fittings, appurtenances and "T" or "Y" seam intersections.

# PSX 7.4 Weather Conditions for Seaming

Factors such as geomembrane temperature, humidity, wind, precipitation, etc., can affect the integrity of field seams and must be taken into account when deciding whether or not seaming should proceed. Test seams are required prior to daily production seaming to determine if the weather conditions will affect the Lining Contractor's ability to produce quality seams. Seaming shall not take place if the temperature measured on the liner exceeds 70°C.

# PSX 7.5 Overlapping and Temporary Bonding

Hot air devices may be used to "tack" the geomembrane sheets together. The tacking is not meant to be the primary seam. There should be no heat distortion showing on the surface of the upper sheet. Tacking should be accomplished prior to the grinding operations described below. Permanent seaming using hot air methods is not permitted.

PSX 7.6 Non-destructive Seam Testing Concept

All double wedge weld seams shall be air pressure tested and all extrusion welds shall be

either spark or vacuum tested.

Vacuum testing can also be used when the geometry of a wedge weld makes air pressure testing impossible or impractical, or when attempting to locate the precise location of a defect believed to exist after air pressure testing. In the case of a query in regard to a spark test the extrusion weld will also be vacuum tested.

The Lining Contractor shall at all times have the necessary equipment for the above three tests on site.

# Visual Examination

All seams shall be visually inspected for defects, burn through, extensive heat deformation and folds. The results of the visual inspection shall be included on the seam test log.

#### PSX 8 Geomembrane

Terminations PSX 8.1 Anchor

# Trenches

The geomembrane shall be anchored in a single trench a set distance back from the crest of the pond wall. The geomembrane shall extend along the inside wall of the trench and shall



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cover the floor of the trench up to the back wall. In areas where this is not achieved extra material shall be welded onto the geomembrane to obtain the correct length. Any cross welds shall be outside the trench.

# PSX 8.2 Other Terminations

All other terminations (for example, terminations against structures such as emergency overflow or drain outlet) shall be as detailed on the drawings, or similar approved method. Final termination design to be approved by the Engineer.

# PSX 9 DEFECTS AND REPAIRS

PSX 9.1 Identification

Defects shall be identified by the Lining Contractor as well as the Engineer. The appropriate repair procedure will be determined by the Lining Contractor in conjunction with the Engineer.

# PSX 10 GAS FLAP VENTS

Gas flap vents shall be provided at 10m centres around the perimeter of the contaminated water evaporation pond, located on the crest of the embankment as detailed on the drawings. The gas flap vents shall comprise a 25mm diameter hole in the liner with a 300mm x 300mm flap of geomembrane extrusion welded above on two sides only.

# **PSX 11 DEFECTS AND REPAIRS**

Geotextile fabric shall be placed as detailed on the drawings.

At the time of installation fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation, or storage.

The area on which the fabric is to be placed shall be smooth and free of projections or depressions that may cause the fabric to be punctured.

Geotextile fabric shall be placed without stretching and shall lie smoothly in contact with the prepared surface. Fabric shall be placed with seams overlapping 100mm to 150mm. The material shall have a minimum overlap of 300mm on top of the collection trench.

Edges of the material shall be sufficiently anchored during installation to prevent displacement by wind.

PSX 12 Measurement and payment



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN **VHEMBE DISTRICT OF LIMPOPO PROVINCE** PSX 12.1 Scheduled

Unit

Items

PSX 12.1.1 Bedding and Lining High Density Polyethylene (HDPE) Lining (3mm thick)/m² The Bidded rate shall include full compensation for all the works that will be required.

PSX 12.1.2 Geotextiles (Bidim A4 or similar) to be placed under the HDPE liner/m²

The Bidded rate shall include full compensation for preparing the surface, including excavation and for furnishings, transport, handling and placing of 300mm sand layer.

PSX 12.1.3 Sand 300mm Granular material or Sand Protection layer /m³

The Bidded rate shall include full compensation for cleaning the surface, the application and leaving the site clean

PSX 12.1.4 Gas ventilation

Flaps as to be directed by the Engineer during construction /No

The Bidded rate shall include full compensation for the materials and all the works that will be required.

PSX 12.2 Additives

PSX 12.1.1 Supply of sodium Bentonite (50kg Pkts) as directed by the Engineer /kg

This item shall be measured by a rate only, which will include for supply and delivery to site of the 50kg packets

# **C3.3.1 PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

# SECTION PC

**TRIMMING OF SITE** 

SECTION PD

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE MAINTENANCE

**SECTION PE** 

CONTINGENCIES

SECTION PG GENERIC LABOUR-INTENSIVE SPECIFICATIONS

SECTION POHS OHSA 1993 SAFETY SPECIFICATION

PC TRIMMING OF SITE

# PC1 SCOPE

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

# PC2 REQUIREMENTS

After completion of the work covered by this Contract, the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from clearing operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

# PC3 MEASUREMENT AND PAYMENT

Measurement and payment for complying with the above requirements will not be made separately, and would be regarded as being provided for in full by relevant payment items under 1200 A - General.

# PD MAINTENANCE

PD1 MAINTENANCE DURING CONSTRUCTION



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From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

# PD2 MAINTENANCE OF COMPLETED WORK

# Periods of Maintenance

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 53 of the General Conditions of Contract.

# PD2.1 Work during Period of Maintenance

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

# PD3 MEASUREMENT AND PAYMENT

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payment is made in terms of this Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.

The retention monies as set out in the General Conditions of Contract, Clause 49

(3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract

# PE CONTINGENCIES

# PE1 CONTINGENCIES

An amount to be spent in part or in whole at the complete discretion of the client and approval must be obtained from the client.

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE C.3.3.2 PROCUREMENT

# MUNICIPALITY PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

# 1. **DEFINITIONS**

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail.

- (a) "Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- (b) "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- (c) "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (d) "Contract" means the agreement that results from the acceptance of a tender by an organ of state;
- (e) "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being;
- (f) "Firm price" is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, 'levy, or tax, which, in terms of a law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (g) "Management" in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director;

(h) "Non-firm prices" means all prices other than "firm" prices;

- (i) "Person" includes reference to a juristic person;
- (j) "Rand value" means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties;
- (k) "Sub-Contracting" means the primary contractor's assigning or leasing or making out work to, or employing,

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- (I) "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- (m) "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (n) "Individual" an individual shall mean a natural person;
- (o) "The Municipality" means Makhado Municipality.;
- (p) "Companies and Shares" shall be read so as to include Close Corporations and members interests *mutatis mutandis;*
- (q) "Executive Management Committee" shall mean a committee comprising the Municipality's Heads of Divisions and any other Manager so invited.

(r) "Historically Disadvantaged Individual (HDI)" means a South African citizen –

(1) Who, due to the apartheid policy that had been in place, had no franchise in

national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and/ or

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

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

- (s) "Tender" means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods;
- (t) "Collusion" means an intentional and unlawful agreement by two or more companies/firms which is intended or calculated to misrepresent facts or defraud with the sole purpose of influencing the procurement process thereby prejudicing the interests of the service provider.

#### 2. PREAMBLE

Whereas the, being the Municipality, as defined, and engaged in contracts for the acquisition of goods and services and obliged to do so in accordance with a system which is fair, equitable, transparent, competitive and cost effective, hereby provides for a procurement policy to that effect.



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# 3. GOALS

The broad goals of this policy are to:

- (a) Ensure effective and efficient application of resources;
- (b) Promote accountability, transparency and fairness;
- (c) Create opportunities for local small, medium and micro enterprises;
- (d) Enhance quality services;
- (e) Stimulate socio-economic development;
- (f) Eliminate and counter corruption;
- (g) Contribute towards reduction of unemployment.

# 4. OBJECTIVES

The specific objectives of the policy are to:

- (a) Implement best procurement practises through effective planning, strategic purchasing and contract management;
- (b) Standardise levels of skill and knowledge of employees/workers;
- (c) Promote HDI enterprises providing services and goods within the Province;
- (d) Introduce a systematic approach to the appointment of service providers and to promote consistency in respect of supply chain management and offer related policy initiatives.

# 5. LEGISLATIVE FRAMEWORK

The procurement system is prescribed and regulated by legislation, being:

- Section 217 of the Constitution, Act 108 of 1996 which provides that in contracting for goods and services, organs of state must do so in accordance with a system that is fair, equitable, transparent, competitive and cost effective;
- (b) Public Finance Management Act 1 of 1999 which aims to regulate financial management of certain organs of state to ensure that all revenue, expenditure, assets and liabilities are managed efficiently and effectively;
- (c) Preferential Procurement Policy Act 5 of 2000 ("the Act") and the regulations promulgated in terms of the Act giving effect to Section 217(3) of the Constitution by providing a framework for the implementation of the preferential procurement policy contemplated in Section 217 (2) of the Constitution;
- (d) All other applicable laws, policies and regulations.

#### 6. GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply, subject to the following terms and conditions:

# 6.1 Company Registration

#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Whereas the Municipality shall have the above responsibilities, the respective and prospective service providers shall be:

- (a) Registered with the South African Revenue Services for all categories of taxes applicable to it.
- (b) The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

# 6.2 Tender Evaluation

- (a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
- (b) The Municipality may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- (c) The Municipality shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.
- (d) A discount, which has been offered conditionally, despite not being taken into account for evaluation purposes, must be implemented when payment is affected.
- (e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a "firm price".
- (f) Points scored must be rounded off to the nearest two decimal places.
- (g) In the event that two or more tenders have scored equal total points, the successful Tenderer must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

# 6.3 PRINCIPLES

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs, such ownership being ownership in the entity under evaluation.
- (b) The equity ownership contemplated in sub-clause (6.3(a)) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control
- (c) over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- (d) In the event that the percentage of ownership contemplated in sub clause (6.3(b)) changes after the closing date of the tender, before the award, the

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Tenderer must notify The Municipality and such a tenderer will not be eligible for any preference points.

- (e) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (f) Subject to sub-clauses 6.3(a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:
  - i. Equity within private companies must be based on the percentage of equity ownership;
  - ii. Preference points may not be awarded to public companies and tertiary institutions
  - iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

- NEP = Points awarded for equity ownership by an HDI
- NOP = The maximum number of points awarded for equity ownership by an HDI
- *EP* = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-Clauses 6.3(a), (b), (c)

and

(d).

- (g) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (h) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-clause 6.3(f) must be submitted to the relevant Municipality.
- (i) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- (j) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (k) The points contemplated in sub-clause 6.3(i) must be added to the points scored for price, in order to establish the total number of points scored.

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- (I) Subject to clause 6.3(i), the contract must be awarded to the tenderer which scores the highest points.
- 6.4 Declarations

A tenderer must, in the stipulated manner, declare that-

The information provided is true and correct;

- (a) The signatory to the tender document is duly authorised; and
- (b) Documentary proof regarding sub-clause 6.4(a), when required, shall be submitted to the satisfaction of the Municipality.

# 6.5 PENALTIES

(a) Upon detecting that a preference in terms of the Act, the regulations or this policy

have been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, the Municipality shall act against the person awarded the contract.

The Municipality may, in addition to any other remedy it may have against the person contemplated in sub-clause 6.5(a):

- I. Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- II. Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- III. Restrict the contractor and its shareholders, directors, partners, sole proprietor, joint venture, trusts, etc. from obtaining business from the Municipality for a period not exceeding 10 years. The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

# 6.6 Areas of Policy Coverage

The above-mentioned provisions of this policy shall apply to, but not limited to, the following entities and/or activity:

- (a) Procurement of goods or services;
- (b) Appointment of consultants;
- (c) Appointment of contractors, consortia and joint venture contractors;

# 6.7 Criteria for Tender Evaluation

The Municipality shall use the following criteria to evaluate tenders: -

- (a) Compliance with tender conditions;
- (b) Preference point system 90/10 on tenders with a Rand value above R50 000 000 (five million Rands) and preference point system 80/20 for tenders with a Rand value equal to, R50 000 000(Fifty million Rands);
- (c) Status of the enterprise; and
- (d) Functionality for further Evaluation
- (e) Price and BBBEE level.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# 6.8 Preference Point System: 80/20

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value up to R50 000 000.00 (fifty million rands). The Municipality may, however, apply this formula for procurement with this value, if and when appropriate. The formula shall be used to determine points for price and functionality.

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

Where:

*Ps* = *Points scored for price and functionality for the tender under consideration.* 

*Pt* = *Rand value of tender under consideration.* 

*Pmin* = *Rand value of the lowest acceptable tender.* 

A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.

- (a) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (b) Only the tenderer with the highest number of points scored may be awarded.

# 6.9 Preference Point System: 90/10(Not applicable in this tender but as a reference)

The following formula must be used to calculate the points in respect of tenders/procurement with a Rand value above R50 000 000.00(fifty million Rands). This formula should be used to determine points for price and functionality.

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

Where:

*Ps* = *Point scored for price and functionality for the tender under consideration.* 

*Pt* = *Rand value of tender under consideration.* 

*Pmin* = *Rand value of the lowest acceptable tender.* 

- (a) A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and BBBEE.
- (c) Only the tenderer with the highest number of points scored may be awarded.



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# 6.10 Award of Contract to Tenderer not scoring the Highest Number of Points

Despite the fact that only the tenderer with the highest number of points scored may

be awarded, a contract may, on reasonable and justifiable grounds, be awarded to a

tender that did not score the highest number of points. This decision solely based on

the power and preference from the Municipality.

# 7. PROCUREMENT OF GOODS AND SERVICES

Directive for purchasing goods and services up to a Rand value of R50 000 000.00

# 7.1 Service Providers

In procuring goods and services, a database, for different service providers, shall be compiled from which service providers, in their respective categories of operation, will be selected for specifically identified requirements.

The inclusion into the database shall be by way of invitation through advertisements. The database shall be used for the purposes of rotating requests for quotations from appropriate suppliers. The database shall include service providers supplying stationery, refreshments, security services, minor repairs, etc., but excluding specialized professional services such as HR Consulting, Engineering, etc.

# 7.2 Requirements for Inclusion in the Database

The respective and prospective service providers shall be:

- (a) Registered with the South African Revenue Services for all categories of taxes applicable to it.
- (b) Reserve the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

# 7.3 **Procedures and Processes**

The following procedures and processes, in respect of procuring goods and services shall be applicable: -

- (a) Requests for quotations shall be issued to a minimum of three service providers.
- (b) Quotations shall be faxed or placed in a tender box at the Municipality.
- (c) Faxes will be printed or the tender box publicly opened at a prescribed time.
- (d) All quotations below R30 000.00 is no longer awarded on price.
- (e) All quotations above R30 000.00 is no longer awarded on an 80/20-point system as outlined in the General Conditions of the policy. The service provider with the highest points shall be awarded the tender.
- (f) The following information shall be provided in the original or faxed quotation:
  - (i). The fax number of the sender must concur with the number on the supplier's letterhead;
### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- (ii). No supplier may submit more than one quotation, except when a specific alternative product or service is offered;
- (iii). All quotations shall reflect the contact person's name and surname;
- (iv). The business name and director's, members or individual names must be stated on the quotations;
- (v). In cases of emergency and where only two (2) or one (1) quotation has been submitted, the lowest quotation will be accepted, after the action has been explained to and condoned in writing by the manager of the division concerned. Where two quotations are received, the available quotations will be considered and the lowest price will be accepted.
- (g) Where only one quotation is received, it shall not be considered, instead, more suppliers will be requested to submit quotations.

### 8. APPOINTMENT OF CONSULTANTS

In procuring services of professional consultants, databases for different professions shall be compiled from which consulting firms will be selected for specific projects. Only in cases where the required services are specialized in nature, will expert consultants be considered even if not on the Municipality's database.

8.1 Requirements for Inclusion in the Database

The inclusion in the database shall be by way of invitations, through advertisements. In order to be considered for inclusion in the database the service provider shall:

- (a) Comply with statutory labour requirements;
- (b) Be registered with the South African Revenue Service, for categories of taxes applicable to it;
- (c) Have an office in Limpopo;
- (d) The offer to consultants shall be made provided there's a Professional person by the time of appointment.
- (e) Have Professional Indemnity Insurance;
- (f) Submit, together with application forms, an Original Valid Tax Clearance Certificate;
- (g) Be willing to submit to the physical inspection of the offices for verification of the information supplied in the application forms.

### 8.2 Selection of Consultants for Appointment

The criteria for the selection of consultants for appointment shall take the following order:

- (a) Firms with the highest HDI shareholding status;
- (b) Firms with relevant expertise and experience to perform in relation to the service under consideration;
- (c) Firms with the capacity in terms of personnel and equipment in relation to the size of the project under consideration;
- (d) Giving opportunity to others before re-appointing one firm for the second time within the appointment cycle, except for specialized type of service;
- (e) Performance history (quality, efficiency, etc.)



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### 8.3 Authority to Appoint

The Municipality's Procurement Committee of the Board shall have the authority to

appoint consultants, upon recommendation by the Municipality's Executive

Management Committee.

### 8.4 Changes in Scope of Work

- (a) The Municipality shall have the right to revise the scope of work, including discontinuing with the project during the design stage;
- (b) The consultant shall have the right to be compensated for work done prior and up to cancellation stage;
- (c) The discontinued project shall be deemed to have been removed from the Municipality's programme of work and the consultant shall have no right to be appointed on the same project should the project be revived at a later stage.

### 9. APPOINTMENT OF CONTRACTORS

### 9.1 **Procedure for Invitation of Tenders**

Tenders will be invited publicly through the general media and other forms of

communication to ensure that target communities are reached. The intention is to

ensure that the SMME's in rural areas that may not be in a position to access the

general press are also reached.

In the event where normal tendering is not practical due to other constraints, at least three (3) selected service providers shall be invited to submit quotations.

### 9.2 The tender invitation shall include:

- (a) Specifications and description of project or services to be procured;
- (b) Tendering information and documentation will be in English;
- (c) A non-refundable charge shall be payable to cover the cost of the tender documents and specifications;

### 9.3 Compulsory Requirements

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification for the advertised tender:

- (a) Attendance of site inspection for briefing;
- (b) Submission of valid original tax clearance certificate;
- (c) Authority to act and contractually bind the tenderer.
- (d) Omission of addenda with financial implications must be attached.
- (e) Collusion

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- (f) Tenderers are required to register with the Construction Industry Development Board (CIDB), which will then allocate a grade applicable to the tenderer. The grades applicable are shown in the table below.
- (g) All the tenderers with CIDB grading of CE, their experience must be relevant to roads construction.

MAXIMUM CONTRACT VALUE	GRADE
R 1 000 000	2
R 3 000 000	3
R 6 000 000	4
R 10 000 000	5
R 20 000 000	6
R 60 000 000	7
R 200 000 000	8
No limit	9

(h) Any special condition which may be attached to any tender of the Municipality.

### 9.4 Closure and Opening of Tenders

Tenders shall close on a date and time specified in the tender document and shall be opened and read in public.

### 9.5 Evaluation of Tenders

Tenders to be evaluated shall comply with the requirements as outlined under outlined under 9.3.

### 9.6 Preferential Point System

All tenders shall be evaluated according to price, functionality and preference in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Regulations, as amended. Preference points shall be awarded according to tenders whose firms or joint ventures comprise specific combinations of historically disadvantaged persons as owners, trustees, equity shareholders, subcontractors, joint ventures and or managers. Preference will be calculated in accordance with the preferential point system/s set-out hereunder:



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE 9.6.1 The 80/20 Preference System

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to or up to a Rand value of R50

000 000.00(fifty million Rands).

The Municipality may, however, apply this formula for procurement with a value up to R50 000 000.00, if and when appropriate. This formula shall be used to determine points for price and functionality.

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

Where

Ps	=	Points scored for price and functionality for
		the tender under consideration.

Pt = Rand value of tender under consideration.

*Pmin* = *Rand value of the lowest acceptable tender.* 

- (a) a maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of an HDI shareholding will added to the points scored for price.
- (c) Only the tenderer with the highest number of points scored may be awarded.

# 9.6.2 The 90/10 Preference System (this is not applicable in this tender but as a reference)

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value above R50 000 000.00 (fifty million Rands). This formula should be used to determine points for price and functionality.



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

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

Where:

*Pmin* = *Rand value of the lowest acceptable tender.* 

- (a) a maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a pro rata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) only the tenderer with the highest number of points scored may be awarded.

### 9.7 Points In Respect of Status of Enterprise

A maximum of 10 (ten) and twenty (20) potential points in respect of 90/10 and 80/20 respectively, will be awarded in respect of the status of the enterprise, which may take into consideration factors such as: -

Factor Appraised points	90/10 points	80/20
<ul><li>(a) No franchise before 1983 and 1993 constitution</li><li>(b) Women in Equity</li><li>(c) Youth</li></ul>	3 points 1 point 2 points	8 points 2 points 4 points
(d) Locality (e) Disable (f) Promotion of SMME's	2 points 1 point 1 point	4 points 2 points

The above points shall be allocated on a pro-rata basis to the total composition of owners who are actively involved in the management of the enterprise under consideration.

### 9.8 POINTS IN RESPECT OF PRICE FOR TENDERS UP TO 50MILLION

Tenders shall be evaluated on the basis of price at 80%, BBBEE at 20% and functionality 70%. The criteria and weight shall be calculated in terms of the formula tabulated below:

### (a) Calculation of percentage for price

The percentage scored for price should be calculated as follows: The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

$$Ps = \frac{P\min}{Pt} \times AP$$

Where

Ps = Percentage scored for price by bid/proposal under consideration Pmin = Lowest acceptable bid/proposal Pt = Price of bid/proposal under consideration AP = Percentage allocated for price

Points scored for specified goals as contemplated by the PPPFA and its Regulations are then calculated separately and added to the points scored for price and functionality in order to obtain a final point. The contract should be awarded to the bidder scoring the highest points.

- i. After calculation, the tenderer that scores the highest points, when adding the scores on status of enterprises and price and functionality, shall be awarded the tender;
- ii. Points scored on tenders shall be rounded off to 2 decimal places;
- iii. Where equal points are scored, the one with the highest preference points shall be awarded;
- iv. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

### 9.9 Authority to Award

- (a) The Municipality's Procurement Committee of the Board, upon recommendation by the Municipality's Procurement Committee, has the authority to award tenders with the value of up to R50 000 000.00.
- (b) The Provincial Tender Board, upon recommendation by the Procurement Committee, has the authority to award tenders in excess of R50 000 000.00.

### 9.10 CESSIONS

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Municipality and where such consent is granted, a signed agreement involving the cedent, cessionary and the Municipality shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and workmanship.

### 9.11 PERFORMANCE GUARANTEES

The Municipality shall strive to facilitate the participation of HDI's and SMME by

waiving or reducing the maximum amounts of sureties as follows:

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- (a) No surety for projects between R0 and R 500 000
- (b) 1% surety for projects between R500 000 and R1 million
- (c) 2,5% surety for projects between R1 million and R2 million
- (d) 5% surety for projects above R2 million not exceeding R5 million
- (e) 10% surety for projects above R5 million

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Municipality shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Banks Act, 1996, an insurer registered in terms of the Short-term Insurance Act (Act 53 of 1998), or from governmental institutions established for such purposes.

### 9.12 Retention Fees

Retention amount deducted from the progress certificates will be capped at 10% of the project amount. Fifty (50%) percent of this amount will be kept for the duration of the liability period after being reduced during the signing of the Works Completion Certificate.

### 9.13 Arithmetical errors and imbalanced unit rates

Check all responsive tender offers for arithmetical errors, correcting them in the following manner:

- If there is an error in the line-item total resulting from the product of the unit rate and quantity, the unit rate shall govern and the line item shall be corrected.
- Where there is an error in the total of the process either as a result of other corrections required by this checking process or in the tenderer's addition of the prices shall be corrected

Check responsive tender offers for imbalanced unit rates and the preferred tenderer shall be requested to amend and adjust any rates declared imbalanced by the employer while retaining the total of the prices derived after any correction made in terms of this condition to tender.

If the preferred tenderer does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above, tender offer shall be rejected.

### 9.14 Notification of Acceptance

Successful service providers or tenderers shall be notified before the tender validity period expires.

### 9.15 CONTRACTUAL AGREEMENT

The relationship between the Municipality and the Contractor shall be managed under the following contractual documents:

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- (a) The tender document submitted by the tenderer;
- (b) The project drawings relevant for the tendered project;
- (c) The General Conditions of Contract for Construction Works 3rd Edition of 2015 and the COLTO Standards & Specifications for Road Bridge Works for State Authorities 1998 edition as they may apply from time to time.
- (d) The Municipality's Procurement Policy;
- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

### 9.16 TAX CLEARANCE CERTIFICATE

No contract shall be awarded to an entity which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS), certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation. Also the registration Pin Code together with a letter for VAT registration should be attached.

In cases where the successful tenderer has only submitted a letter from SARS, the

tenderer will be given seven (7) working days or 48 hours to submit the original Tax

Clearance Certificate. Failure to do so, shall lead to the disqualification of the tenderer.

The tenderer with the second highest points shall be awarded the contract.

### 9.17 Variations

(a) The Municipality shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE ENVIRONMENTAL MANAGEMENT PLAN C3.4.1 CONTENTS

C3.4.1.1

- SCOPE C3.4.1.2 DEFINITIONS
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#### C3.4.1.1 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Municipality in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

#### C3.4.1.2 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

# MAKHADO MUNICIPALITY

### **TENDER NO: 69 OF 2022**

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

**Environment**: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

**Environmental Aspect**: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact**: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision**: a record of decision is a written statement from the Limpopo Department of Economic Development, Environmental and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**Road Reserve**: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

**Road Width**: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

### C3.4.1.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water Destruction or removal of fauna and flora and effect on biological diversity Deformation of the landscape Soil erosion Destruction of historical/heritage sites Effect on the built environment Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

### C3.4.1.4 LEGAL REQUIREMENTS

### a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE C3.4.1.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

### a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved, he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

### C3.4.1.6 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Municipality's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff, the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

				ENVIRONMENTAL IMPAC	ſS	
SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	Soil erosion	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	

## Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

				ENVIRONMENTAL IMPACT	ſS	
SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil	



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

		ENVIRONMENTAL IMPACTS			rs	
SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
		Spillage Storage	Preserve topsoil	Preserve topsoil	Management of weeds	

### PROVISION OF STRUCTURED TRAINING

CONTENTS	
C3.4.2.1	SCOPE
C3.4.2.2	GENERIC TRAINING
C3.4.2.3	ENTREPRENEURIAL SKILLS TRAINING

C3.4.2.4 MEASUREMENT AND PAYMENT

### C3.4.2.1 SCOPE

C3.4.2

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

### C3.4.2.2 GENERIC TRAINING

- C3.4.2.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.
- C3.4.2.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

cou	JRSE DESCRIPTION	ESTIMATED No. OF TRAINEES	ESTIMATED DURATION (DAYS)
1	ROAD SAFETY FOR CONSTRUCTION WORKERS		
2	FLAGMEN		
3	CONCRETE HANDLING, PLACING AND FINISHING		
4	GUARDRAILS		
5	BITUMINOUS ROAD SURFACING		

C3.4.2.2.3Training shall be at or by an approved accredited organisation and shall be

delivered by suitably qualified and experienced trainers.

- C3.4.2.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:
- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form RDP 6 (E) included herein.

- C3.4.2.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:
- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

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### TENDER NO: 69 OF 2022 CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

- C3.4.2.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.
- C3.4.2.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- C3.4.2.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 10 (E))

### C3.4.2.3 ENTREPRENEURIAL SKILLS TRAINING

- C3.4.2.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- C3.4.2.3.2The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.
- C3.4.2.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Municipality of Labour. Accredited training refers to both the trainers as well as to the training material.
- C3.4.2.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- C3.4.2.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- C3.4.2.3.6 The structured training will comprise out of the following as decided by the Employer:



со	URSE DESCRIPTION	ESTIMATED DURATION (DAYS)
1.	BASIC BUSINESS PRINCIPLES	To be determined
2.	BASIC SUPERVISION	To be determined
3.	RUNNING A BUSINESS	To be determined
4.	LEGAL PRINCIPLES	To be determined
5.	ACHIEVING STANDARDS	To be determined

- C3.4.2.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:
- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form RDP 7 (E) of the forms to be completed by the tenderer.

- C3.4.2.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)
- C3.4.2.3.9 All entrepreneurial training shall take place within normal working hours.
- C3.4.2.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- C3.4.2.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 11 (E)).



#### **MEASUREMENT AND PAYMENT** C3.4.2.4

<u>ITEM</u>		<u>UNIT</u>
E12.0	5 Provision for accredited training	
(a)	Generic skills	Provisional sum
(b)	Entrepreneurial skills	Provisional sum
(c)	Handling cost and profit in respect of sub-item	
	E12.05(a) and (b) above	percentage (%)
(d)	Training venue (only if required)	lump sum

The prime cost sums are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item E4.1(c) is a percentage of the amount actually spent under sub-items E4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two installments as follows:

- (i) The first installment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- The second and final installment, 25% of the lump sum, will be paid after the provision (ii) of all the accredit training as specified in the document.

### C3.4.2.5 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

The Requirements of the Expanded Public Works Programme included under PART C3.1.7, subsection A are applicable to the contract.

### CONTENTS

#### C3.4.2.5.1 INTRODUCTION

The requirements of the Expanded Public Works Programme are contained in the document Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) included under PART C3.1.7; Subsection A. These requirements will apply to labour intensive work described under PART C3: SCOPE OF THE WORK. .



Refer to PART 5: ANNEXURES; Subsection C5.1: PROFORMA DOCUMENTS for the series of report forms (Forms RDP 9(E) to 14(E)) to be completed monthly during the contract on issues relating to community liaison, training and employment.

Refer to PART T2: RETURNABLE DOCUMENTS for schedules to be completed which relate to labour intensive issues.

### C3.5 MANAGEMENT

### **C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

### **C3.5.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points/reference points.
- Milestones.
- Method statement
- Borrow pit risk assessment
- Programme of work
- Testing
- Cash flow



## **PART C4: SITE INFORMATION**

C4.1	SITE INFORMATION	231
C4.2	LOCALITY PLAN	232



### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

### C4.1 SITE INFORMATION

- C4.1.1 Material site investigation (refer to Geotechnical Report)
- C4.1.2 Pavement and layer works design (refer to book of drawings)
- C4.1.3 Structures (refer to book of drawings)
  - Details of structures
- C4.1.4 Services (on site investigation by project team)
- C4.1.6 Site Office (information sign board)



C4.2 LOCALITY PLAN



### PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS AND SOURCES	234
C5.2	CONTRACT DRAWINGS	250



### C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA	. 235
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT	. 237
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	. 239
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	. 240
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	. 241
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	. 242
C5.1.7	FORM RDP 13(E) : ENGINEERING TRAINING REPORT	. 243
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	. 244



EXAMPLE

FOR INFORMATION ONLY:

This Guarantee is not to be

Makhado Municipality Private Bag X2596 Louis Trichardt 0920

Guarantor. A separate form will be issued to the successful Tenderer

Notes to Tenderer

- 1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
- 2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

### CONTRACT No. 69 of 2022

### FOR

### CONSTRUCTION OF LANDFILL SITE MAKHADO (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the .....

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time-to-time demand from us, immediately upon receipt of a written demand from you.

- 1. Each demand shall be in writing and delivered to us at ..... or such other address as we shall in writing notify to you.
- 2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
- 4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
- 5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6.2 (above), whichever is the earlier.

Signed at.....for and on behalf of .....on this the ....... day ofin the year



AS WITNESS:

1	2
NAME(Print):	NAME(Print):
ADDRESS	ADDRESS



(facsimiles will be provided by the Employer to be completed by ABES, EME OR QSE)

1.	Name of firm	:	
	Postal address	:	
	Telephone no.	:	Fax no
	Contact person	:	
	VAT registration no.	:	
2.	Type of firm (tick as appr	opriate)	
	- Partnership		
	- One-person business/	sole trader	
	- Close corporation: reg	jistration no…	
	- Date of registration		
	- Company: registration	n no	
	- Pty Ltd: registration no	D	
3.	Principal Business Activit	ies :	
4.	Service/work to be perfor	med on this c	ontract:
5.	Participation in this contra	act	
	- as a Sub-contractor		Yes/No
	- in a Joint Venture		Yes/No
	- with main contractor		Yes/No
	- with a sub-contractor		Yes/No
6.	List all partners, proprieto	ors and share	nolders:

- Name
   ID. No.
   Citizen of RSA Yes/No
   PDI status Yes/No
   %owned

   Image: Name
   Image: Nam
   Image: Name
   <td
- List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

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### TENDER NO: 69 OF 2022 CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

### Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

### 8. Declaration

I, .....,

being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature	
Name (print)	
Date	

Signed on behalf of (prin	nt name)
Address	
Telephone no.	
Commissioner of Oath	
Date	

Note: In the case of A Company a certificate of authority for signatory must be provided.



### C5.1.3 FORM RDP 9(E): CONTRACT EMPLOYMENT REPORT

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2022											
NAME OF											
COMPANY OR FIRM AND	COMPANY OR FIRM	GROUP	MALE	FEMALE	TOTAL		PERSON/HOU	JRS	VALUE	(RAND)	
VENDOR NUMBER	OKTIKM					MALE	FEMALE	TOTAL	MALE	FEMALE	
		Unskilled (US)									
		Semi-Skilled (SS)									
		Skilled (SK)									
		Lab.Tech (LT)									
		Surveyor (SUR)									
		Eng. Tech (ET)									
		Engineer (EN)									
		Admin (AD)									
		Others (o)									
TOTALS								TOTALS			
GRAND TOTALS											



# CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

EXAMPLE

### C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Contracts Manager				
Site Agent				
Construction Foremen				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
	TOTALS			



C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2022											
DATES OF TRAINING EMPLOYER OF TRAINEE		NAME OF TRAINING		ATTENDA	NCES		TOTAL COST OF				
COURSES				INSTITUTE OR IF IN- HOUSE WRITE IH	NUMBER ATTENDING			IFICATES ARDED	TY	NING PER PE OF AINING	
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	
						TOTAL					
					TOTAL ALL	TRAINEES					



EXAMPLE

C5.1.6 FORM RDP 12(E): ENTREPRENEURIAL TRAINING REPORT

	REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2022											
		NAME OF TRAINING		ATTEND			TOTAL COST OF					
COUF	RSES			INSTITUTE OR IF IN- HOUSE WRITE IH	NUMBER ATTENDING				TYI	ING PER PE OF INING		
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE		
<u> </u>												



EXAMPLE

C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

	REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2022											
	S OF	EMPLOYER OF TRAINEE				ATTEN	DANCES		TOTAL COST OF			
	NING RSES			INSTITUTE OR IF IN- HOUSE WRITE – IH	NUMBER ATTENDING					FICATES ARDED		IG PER TYPE OF RAINING
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE		
TOTAL												
TOTAL ALL TRAINEES								TRAINEES				



EXAMPLE

C5.1.8 FORM RDP 14(E): COMMUNITY LIAISON MEETING REPORT

	REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2022											
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY	DURATION OF	TOTAL COST OF	COMMENTS						
	NAME	VENDOR NO.	MEMBERS PRESENT	MEETING (hours)	THE MEETING							


## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# **C.5.2 SOURCES OF ADDITIONAL INFORMATION**

The following sources provide comprehensive information in respect of the following topics:

Topic	Reference	Obtainable from
Besa building system	Agrément South Africa's Guideline 1, The Manufacture of	Agrément South Africa
Desa bulluling system	BESA Blocks	www.agrement@csir.co.za
	Agrément Open Certificate OC-1/2003.	Construction Industry Development
	Agrément Open Certificate OC-1/2003.	Board <u>www.cidb.org.za</u> under the
	CIDB. Best Practice Guidelines for Labour-based Methods	section "job creation"
	and Technologies for Employment Intensive Construction	Section job creation
	Works.	
	Part 3: Section 2- The BESA Building System	
Brick and block making	CIDB. Best Practice Guidelines for Labour-based Methods	Construction Industry Development
Brick and block making	and Technologies for Employment Intensive Construction	Board <u>www.cidb.org.za</u> under the
	Works.	section "job creation"
	Part 3: Section 1- Precast Concrete Products, Brick and	
	Block Making	
Conditions of	Code of Code of Good Practice for Employment and	EPWP Unit of the Municipality of
Employment	Conditions of Work for Special Public Works Programmes	Public Works
	Ministerial Determination: Special Public Works	
	Programmes	
Earthworks	CIDB. Best Practice Guidelines for Labour-based Methods	Construction Industry Development
	and Technologies for Employment Intensive Construction	Board www.cidb.org.za under the
	Works. (Download from www.cidb.org.za)	section "job creation"
	Part 2: Labour-based construction methods for	,
	earth works	
	Appendix 1: Quantitative Employment Data on	
	Selected Construction Activities	
Labour intensive	McCutcheon, RT (ed) (1993). Interim Guidelines for	Development Bank of Southern
projects and	employment-intensive construction projects. Construction	Africa
programmes	and Development Series Number 2, Midrand: Development	
	Bank of Southern Africa, February 1993	
	McCutcheon, RT and Marshall J (1996). Labour-intensive	
	Construction and Maintenance of Rural Roads : Guidelines	
	for the Training of Road Builders, Construction and	
	Development Series, Number 14 (Midrand: DBSA,	
	November 1996) McCutcheon, RT and Filip, LM (ed).	
	Employment and high -standard infrastructure. Work	
	Research Centre for Employment Creation in Construction	School of Civil Engineering,
	(2003)	University of the Witwatersrand.
Labour productivities	CIDB. Best Practice Guidelines for Labour-based Methods	Construction Industry Development
	and Technologies for Employment Intensive Construction	Board <u>www.cidb.org.za</u> under the
	Works.	section "job creation"
	Appendix 1: Quantitative Employment Data on	
NAise income and a	Selected Construction Activities	
Minimum wages	Wage determination for the Civil Engineering Sector	www.safcec.org.za under the
Monitoring the	SANS 10396, Implementing Preferential Procurement	section "human resources"
employment of workers	Policies Using Targeted Procurement Procedures	Standards South Africa (division of the South African Bureau of
/ compliance with the	Annex G: Implementing employment intensive	Standards)
provisions of SANS	infrastructure projects which target the increase	Stanuarus
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#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Торіс	Reference	Obtainable from
	of expenditure	
	Annex J: Third party management support	
Pre-cast concrete works	<ul> <li>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</li> <li>Part 3: Section 1- Pre-cast Concrete Products, Brick and Block Making</li> </ul>	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Preparing procurement	CIDB Best Practice Guidelines for Procurement C1:	Construction Industry Development
documents	Preparing Procurement Documents	Board www.cidb.org.za under the section "job creation"
	SANS 10403, Formatting and Compilation of Construction Procurement Documents	Standards South Africa (division of the South African Bureau of Standards)
Roads	<ul> <li>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</li> <li>Part 2: Labour-based construction methods for earthworks</li> <li>Part 4: Section 9 - Labour-based methods for unsealed roads</li> <li>Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	
Rubble concrete masony	<ul> <li>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</li> <li>Part 4: Section 2 – Rubble masonry dam construction technology</li> <li>Part 4: Section 3 – Rubble masonry concrete arch bridge construction technology</li> </ul>	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Stormwater drainage	<ul> <li>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works.</li> <li>Part 4: Section 1 – Labour-based Open Channel Flow Technology</li> </ul>	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Trenches	<ul> <li>CIDB Best Practice Guidelines for Labour-based Methods and Technologies for Employment Intensive Construction Works. (Download from www.cidb.org.za)</li> <li>Part 2: Labour-based construction methods for earthworks</li> <li>Appendix 1: Quantitative Employment Data on Selected Construction Activities</li> </ul>	Construction Industry Development Board www.cidb.org.za under the section "job creation"
Concrete Block Paved Roads	Macleod, Concrete Block Paved Roads: The Development Potential Construction and Development. Series, Number 8. Development Bank of Southern Africa. September, 1993	Development Bank of Southern Africa.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# C5.3 STANDARD FORMS OF CONTRACT USED IN SOUTH AFRICA

The following standard forms of contract which is in use in South Africa use the following terminology:

Standard form of contract	Location for items covered	Names of the Parties to
	by the scope of work	a Contract
GCC 1990, COLTO 1997, FIDIC Short	Specifications	Employer
Form of Contract		Contractor
FIDIC Conditions of Contract for	Specification and schedule	Employer
Construction ("Red Book")		Contractor
NEC Engineering and Construction	Works Information	Employer
Contract and Engineering and		Contractor
Construction Short Contract		
JBCC 2000 Principal Building	Schedule	Employer
Agreement, Minor Works Agreement		Contractor
NEC - The Professional Services	Scope	Employer
Contract		Consultant
CIDB Standard Services Contract	Scope of Work	Employer
		Service Provider
SAACE Form of Agreement for	Scope of Services	Client
Consulting Services		Consultant
GCC 2010/2015	Scope of Work	Employer
		Contractor

# Note:

The Engineering Council of South Africa have issued in government gazette No 24938, dated 28 February 2003, a document entitled: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000). This document which provides a "guideline scope of service" and a "guideline tariff of fees" repeals Government Notice R 1113 of June 1982.

This document can be referenced in the scope of work and the pricing instructions. It uses the terms "client" and "consulting engineer".

## C5.4 REQUIRED SKILLS PROGRAMMMES

## A.1 Client/Employer

It is recommended that personnel within public bodies complete skills programmes for NQF registered unit standards, as set out in Table D.1.

Personnel	NQF	Unit Standard Title	Skills Programme Description
Senior management and professionals	7	Develop and Promote Labour- Intensive Construction Strategies	Skills Programme against this single unit standard
Middle management (technical)	5	Manage Labour-Intensive Construction Projects	Skills Programme against this single unit standard
Middle management (admin)	5	Manage Labour-Intensive Construction Projects	Skills Programme against this single unit standard

## Table D.1: Skills programme for client / employer staff



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# A.2 Consultants

The person responsible for the design and documentation of the labour-intensive works, must have completed, or be registered on a skills programme for, the NQF level 7-unit standard "Develop and Promote Labour-Intensive Construction Strategies". (see Table D.2)

The person who is responsible to the employer for the administration of the contract, must have completed, or be registered on a skills programme for, the NQF level 5-unit standard "Manage Labour-Intensive Construction Projects". (See Table D.2)

Personnel	NQF	Unit Standard Title	Skills Programme Description
Administrator / Site	5	Manage Labour-Intensive	Skills Programme against this
Supervisor		Construction Projects	single unit standard
Designer	7	Develop and Promote Labour- Intensive Construction Strategies	Skills Programme against this single unit standard

# Table A.2: Skills programme for consultants

# A.3 Contractors

The unit standards for contractors are outlined in Table D.3.

For established contractors, the site agent / manager (i.e., the contractors' most senior representative that is resident on the site) must have completed, or be registered on a skills programme for the NQF level 5-unit standard "Manage Labour-Intensive Construction Projects". For emerging contractors, the emerging contractor himself or herself must have completed, or be registered on a skills programme for the NQF level 2-unit standard.

For both established and emerging contractors, all other site supervisory staff (i.e. team leaders or foremen) must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.



#### CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

Personnel	NQF	Unit Standard Title	Skills Programme Description
		Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
Teem Looder (		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
Team Leader / Supervisor	2	Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of the 3 listed unit standards must be completed
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
		Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
Foreman/ Supervisor		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of the 3 listed unit standards must be completed
		Use Labour-Intensive Construction Methods to Construc t, Repair and Maintain Structures	
Site Agent / Manager	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard



## CONSTRUCTION OF LANDFILL SITE MAKHADO AND RECYCLING CENTRE (ADDITIONAL MEGA CELL AND STORMWATER INFRASTRUCTURE) AT MAKHADO MUNICIPALITY WITHIN VHEMBE DISTRICT OF LIMPOPO PROVINCE

# **C5.5 CONTRACT DRAWINGS**

The following is a list of contract drawings included in a separate volume entitled "Part C5.5: Contract Drawings."

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