



**MUNICIPAL NOTICE No.: 117 OF 2024
TENDER NO:8/2/RNM0537**

**PANEL FOR SUPPLY INSTALLATION OF OUTDOOR GYM
EQUIPMENT WITHIN RAY NKONYENI MUNICIPALITY FOR
3 YEARS RATES ONLY**

CIDB CLASSIFICATION 2CE OR HIGHER

Name of Tenderer:

.....

**This tender closes at 12h00 on Monday 30 September 2024 at the offices of the Ray Nkonyeni
Municipality located at 10 Connor Street, Port Shepstone**

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R _____

Issued by:

RAY NKONYENI MUNICIPALITY

PO Box 5

Port Shepstone

4240

Tel: 039 688 2000

Fax: 039 682 0327

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS
(NOT TO BE RE-TYPED)**

NB!!!! Please attach copies of the following documents.

- **Company registration documents.**

- **Certified copy of ID documents of directors/owners/members/
shareholders.**
- **Copy of a valid TAX Compliance Certificate.
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable).**

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY

BID NUMBER:	8/2/RNM0537	CLOSING DATE:	30 September 2024	CLOSING TIME:	12H00
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DESCRIPTION PANEL OF SUPPLY AND INSTALLATION OF OUTDOOR GYM EQUIPMENT WITHIN RAY NKONYENI MUNICIPALITY

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

10 Connor Street
Port Shepstone
4240

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
--	--

DEPARTMENT	SUPPLYCHAIN MANAGEMENT	CONTACT PERSON	AMANDA GOQO
CONTACT PERSON	BONGANI MFENQA	TELEPHONE NUMBER	039 688 2155
TELEPHONE NUMBER	039 312 8304	FACSIMILE NUMBER	039 688 2156
E-MAIL ADDRESS	bongani.mfenqa@rnm.gov.za	E-MAIL ADDRESS	amandagoqo@rnm.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

RAY NKONYENI MUNICIPALITY

NOTICE NO: 117 OF 2024

TENDER NO: 8/2/RNM0537

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Thursday, 29 August 2024
ESTIMATED CIDB CONTRACTOR GRADING	:	2CE OR HIGHER
CLARIFICATION MEETING	:	10H00, Monday, 16 September 2024
VENUE FOR CLARIFICATION MEETING	:	No 1 Protea Road Marburg, Department of Technical services boardroom
CLOSING DATE	:	Monday, 30 September 2024
CLOSING TIME	:	12H00
CLOSING VENUE	:	Bid Box at Municipal Offices at 10 Connor Street, Port Shepstone
INSTRUCTIONS	:	Fully completed Bid Documents, with two (2) copies of the original document in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation, must be deposited into the bid box.

Tender
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RAY NKONYENI MUNICIPALITY

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 117 OF 2024

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for the Panel of supply and Installation of outdoor Gym Equipment within Ray Nkonyeni Municipality for 3 years as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 2CE OR HIGHER, are eligible to submit a tender and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/>, as from **Friday, 30 August 2024**.

A compulsory clarification meeting will be held at the Department of Technical services offices at No.1 Protea Road Marburg on the Monday 16 September 2024 at 10h00.

Bidders to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **TENDER NO: 8/2/RNM0537**
PANEL OF SUPPLY AND INSTALLATION OF OUTDOOR GYM EQUIPMENT.

The completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the Bid Box of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Monday, 30 September 2024 at 12h00**. After closure, the tender will be opened in public.

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal.

SPECIFIC GOALS	POINTS	Verification Documents
Local companies	10	Proof of company address
An EME or QSE which is at least 100% owned by black people	10	CIPC: Shareholders certificate and Sworn Affidavit
Total points	20	

Stage 2: Functionality

Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience of the bidder	20
Qualifications and experience of site Agent	20
Total Possible Points	40

Bidders must score a minimum of 60% to pass functionality evaluation.

Technical enquiries may be addressed to Miss. Amanda Goqo of Ray Nkonyeni Municipality by no later than three days before tender closure on 039 688 2155 and Email Address: Amanda.goqo@rnm.gov.za Procurement enquiries may be addressed to Bongani Mfenqa of Ray Nkonyeni Municipality by no later than three days before tender closure on Tel No.: 039 312 8304 or Email: bongani.mfenqa@rnm.gov.za

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid.
- Service providers are required to download bid documents before the clarification meeting and present them in meeting on a specified date if any.
- A compulsory site clarification meeting will be held as per details provided on tender notice.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@mnm.gov.za or fax number 086 529 7195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- The original bid document plus TWO extra (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU
MUNICIPAL MANAGER

Ray Nkonyeni Municipality
10 Connor Street
P O Box 5
PORT SHEPSTONE
4240

RAY NKONYENI MUNICIPALITY

NOTICE NO: 117 OF 2024

TENDER NO: 8/2/RNM0537

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 GENERAL

F.1.1. Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2. Tender Documents

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

F.1.3. Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4. Communication and Employer's Agent

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

F.1.5. The Employer's Right to Accept or Reject Any Tender Offer

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

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

F.1.6. Procurement Procedures

F.1.6.1. General

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

F.1.6.2. Competitive Negotiation Procedure

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

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

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

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

F.1.6.3. Proposal Procedure Using The Two-Stage System

F.1.6.3.1. Option 1

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

F.1.6.3.2. Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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

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

F.2.2. Cost of Tendering

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

F.2.3. Check Documents

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

F.2.4. Confidentiality and Copyright of Documents

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

F.2.5. Reference Documents

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

F.2.6. Acknowledge Addenda

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

F.2.7. Clarification Meeting

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

F.2.8. Seek Clarification

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

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- F.2.9. Insurance**
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10. Pricing the Tender Offer**
- F.2.10.1.** *Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.*
- F.2.10.2.** *Show VAT payable by the employer separately as an addition to the tendered total of the prices.*
- F.2.10.3.** *Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.*
- F.2.10.4.** *State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*
- F.2.11. Alterations to Documents**
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12. Alternative Tender Offers**
- F.2.12.1.** *Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.*
- F.2.12.2.** *Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.*
- F.2.13. Submitting a Tender Offer**
- F.2.13.1.** *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.*
- F.2.13.2.** *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*
- F.2.13.3.** *Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.*
- F.2.13.4.** *Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.*
- F.2.13.5.** *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*
- F.2.13.6.** *Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*
- F.2.13.7.** *Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.*
- F.2.13.8.** *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*

- F.2.13.9.** *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*
- F.2.14.** **Information and Data to be Completed in all Respects**
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15.** **Closing Time**
- F.2.15.1.** *Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*
- F.2.15.2.** *Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*
- F.2.16.** **Tender Offer Validity**
- F.2.16.1.** *Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.*
- F.2.16.2.** *If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.*
- F.2.16.3.** *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*
- F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*
- F.2.17.** **Clarification of Tender Offer after Submission**
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
- F.2.18.** **Provide other Material**
- F.2.18.1.** *Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.*
- F.2.18.2.** *Dispose of samples of materials provided for evaluation by the employer, where required.*
- F.2.19.** **Inspections, Tests and Analysis**
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20.** **Submit Securities, Bonds, Policies, etc.**
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.
- F.2.21.** **Check Final Draft**
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22.** **Return of Other Tender Documents**
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

-
- F.2.23. Certificates**
Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3 THE EMPLOYER'S UNDERTAKINGS**
- F.3.1. Respond to Requests from the Tenderer**
- F.3.1.1.** *Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.*
- F.3.1.2.** *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*
- a) *an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;*
 - b) *the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
 - c) *in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*
- F.3.2. Issue Addenda**
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- F.3.3. Return Late Tender Offers**
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- F.3.4. Opening of Tender Submissions**
- F.3.4.1.** *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*
- F.3.4.2.** *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.*
- F.3.4.3.** *Make available the record outlined in F.3.4.2 to all interested persons upon request.*
- F.3.5. Two-envelope system**
- F.3.5.1.** *Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.*
- F.3.5.2.** *Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.*
- F.3.6. Non-disclosure**
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7. Grounds for Rejection and Disqualification

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

F.3.8. Test for Responsiveness

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

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

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

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

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

F.3.9. Arithmetical Errors, Omissions and Discrepancies

F.3.9.1. *Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.*

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

- a) *the gross misplacement of the decimal point in any unit rate;*
- b) *omissions made in completing the pricing schedule or bills of quantities; or*
- c) *arithmetic errors in:*
 - i) *line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
 - ii) *the summation of the prices.*

F.3.9.3. *Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.*

F.3.9.4. *Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:*

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

F.3.10. Clarification of a Tender Offer

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

F.3.11. Evaluation of Tender Offers

F.3.11.1. General

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

F.3.11.2. Method 1: Financial Offer

In the case of a financial offer:

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

F.3.11.3. Method 2: Financial Offer and Preference

In the case of a financial offer and preferences:

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 - N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
 - d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 - e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4. Method 3: Financial Offer and Quality

In the case of a financial offer and quality:

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 - N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
 - d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 - e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub clause is repeated.

F.3.11.5. Method 4: Financial Offer, Quality and Preferences

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

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 - N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 - N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
 - d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 - e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6. Decimal Places

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

F.3.11.7. Scoring Financial Offers

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer.
- W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration			

F.3.11.8. Scoring Preferences

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

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

F.3.11.9. Scoring Quality

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

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

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

where:

- S_o is the score for quality allocated to the submission under consideration;

-
- M_s is the maximum possible score for quality in respect of a submission; and
 - W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12. Insurance Provided by the Employer

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

F.3.13. Acceptance of Tender Offer

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

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

F.3.14. Prepare Contract Documents

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

- a) addenda issued during the tender period,*
- b) inclusion of some of the returnable documents, and*
- c) other revisions agreed between the employer and the successful tenderer.*

F.3.14.2. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

F.3.15. Complete Adjudicator's Contract

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

F.3.16. Notice to Unsuccessful Tenderers

F.3.16.1. *Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.*

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

F.3.17. Provide Copies of the Contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.18. Provide Written Reasons for Actions Taken

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

Alpha-numeric associated with the Contractor Grading Designations

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

T1.2.2 Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No. Variation, Amendment or Addition

F.1 General

F.1.1 Actions

Add the following:

The Employer is RAY NKONYENI MUNICIPALITY, represented by Miss Amanda Goqo(email: amanda.goqo@rnm.gov.za)

F.1.2 Tender Documents

Add the following:

The following documents form part of this tender and not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).

The tender documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice And Invitation To Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List Of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

C1.4 Occupational Health And Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill Of Quantities

Part C3: Scope Of Work

C3.1 Description Of The Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

F.1.4 Communication and Employer's Agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name : Amanda Goqo
Address : Technical Services
1 Protea Road
Marburg
4252
Telephone No. : 039 688 2155
Fax No. : 039 682 2000
Email : amanda.gogo@rnm.gov.za
Contact Person : Amanda Goqo

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following after F.2.1.2:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

A. Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **2CE OR HIGHER** class of construction work, are eligible to have their tenders evaluated.

B. Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the GB class of construction work;
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
5. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

F.2.7 Clarification Meeting

Add the following:

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender is as follows:

Date : Monday, 16 September 2024
Time : 10h00
Venue : No 1 Protea Road Marburg offices, DTS

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F2.10.3 This tender is **NOT** subject to contract price adjustments.

F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

Alternative tender do not apply

F.2.13 Submitting a Tender Offer

A. *Add the following at the end of F.2.13.3:*

Parts of each tender offer communicated on paper shall be submitted as an **original, plus two (2) copies**.

B. *Add the following after the first sentence of F.2.13.4:*

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

C. *Add the following after the first sentence of 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 : **Foyer of Ray Nkonyeni Local Municipality Offices**
Physical address : **10 Connor Street, Port Shepstone**
Identification details : **Tender Number - 8/2/RNM0537**
Notice No. 117 OF 2024

Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO 8/2/RNM0537 Notice No 117 OF 2024 – panel of supply and installation of outdoor gym equipment" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

F.2.15 Closing Time

F.2.15.1 *Add the following:*

The closing time for submission of tender offers is **Monday, 30 September 2024 at 12h00**, as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following:*
The tender offer validity period is **120 days**.

F.2.17 Clarification of Tender Offer after Submission

Add the following:

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following certificates with the tender:

A. Certificate of Contractor Registration (CIDB)

Either certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

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

B. Tax compliance pin

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax compliance pin issued by SARS. Failure to provide a valid Tax compliance pin will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax compliance pin.

C. Company Registration

Certified Copies of company registration documents.

Each party to a Consortium/Joint Venture shall submit separate company registration documents.

D. Ownership

Proof of Preference Points Claimed

Each party to a Consortium/Joint Venture shall submit separate certified copies in the above regard.

F.3 *The Employer's Undertakings*

F.3.1 *Respond to Requests from the Tenderer*

F.3.1.1 Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.4 Opening of Tender Submissions

F.3.4.1 *Add the following:*
The time and location for opening of the tender offers is:

Time : **12H00, Monday, 30 September 2024**

Location : **Bid Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone**

Tenders will be opened immediately after the closing time for tenders at **12H00**.

F.3.8 Test for Responsiveness

Add the following after F.3.8.2:

Tenders will be considered non-responsive if:

- the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- the tenderer does not comply with the Contractor's CIDB grading designation specified in F.2.1.1 above.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Add the following:

The procedure for the evaluation of responsive tenders is Method 4, where the total number (T_{EV}) of adjudication points achieved = $N_{FO} + N_P + N_Q$ as detailed below.

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
- N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

F.3.11.3 Method 2: Financial Offer and Preference

Method 4, only, shall apply.

F.3.11.7 Scoring Financial Offers

Add the following:

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer.
- W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

F.3.11.8. Scoring Preferences

Up to **20 points** (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

The applicable preference point system for this tender is the 80/20 preference point system.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- Price; and
- Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS	POINTS		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10 Enterprise Located within the Ugu District Municipality = 5 Enterprise Located within the KZN Province = 1 Enterprise Located outside of KZN Province = 0	Proof of company address
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10 an EME or QSE which is at least 51% owned by black people = 6 an EME or QSE which is at 25% - 50% owned by black people = 2	CIPC: Shareholders certificate and Sworn Affidavit
Total points	20		

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

F.3.11.9 Scoring Quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

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

where:

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

QUALITY SCORING CRITERIA

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will/or may result in zero scores.

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- i) A maximum of **20 points** will be awarded for demonstrated experience with respect to undertaking supply and installation of outdoor gym facilities or combination court
- ii) A maximum of **20 points** will be awarded for relevant qualifications and demonstrated experience of the site Agent

Score quality, rejecting all tender offers that fail to score the minimum number of 60% (24 out of 40) of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

DETAILED BREAKDOWN OF QUALITY POINTS

Details	Score	Max. Points
Criteria 1: Relevant Experience - The company has successfully completed projects of similar nature in the past three years		
• 3 or more Projects in supply and installation of outdoor gym facilities or combination court	20	20
• 2 Projects in supply and installation of outdoor gym facilities or combination court	13	
• 1 Projects in supply and installation of outdoor gym facilities or combination court	8	
• 0 or No in supply and installation of outdoor gym facilities or combination court	0	
• Note: Verification method will be based on attached Appointment letters and a corresponding Completion Certificates		
Criteria 2: Qualifications and Demonstrated Experience of the Site Agent (SA) With at least a minimum qualification of a National Diploma (NQF6), Equivalent or higher in Civil Engineering or Built environment.		
If (SA) has NQF level 6 (National Diploma) or Higher with 5 years' experience or more experience and has completed similar projects	20	20
If (SA) has NQF level 6 (National Diploma) or Higher with 4 years' experience and has completed similar projects	15	
If (SA) has NQF level 6 (National Diploma) or Higher with 3 years' experience and has completed similar projects	10	
If (SA) has NQF level 6 (National Diploma) or Higher with 1-2 years' experience in construction of similar projects	5	
If (SA) does NOT have NQF level 6 (National Diploma) or Higher, does NOT have experience in construction of similar projects regardless of other experience or No response	0	
Note: Verification method will be based on attached CV with Certified Copy of Qualification, with traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification. The CV and Qualifications should be attached on returnable schedule A11 – Details of Key Personnel.		
TOTAL EVALUATION POINTS SCORE FOR QUALITY		40

F.3.13 Acceptance of Tender Offer

A. Add the following:

Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax compliance pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the CIDB with an appropriate category of registration; by the tender closing date
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;

F.3.17 Provide Copies of the Contracts

Add the following:

The number of paper copies of the signed contract to be provided by the employer is one (1) original plus one (1) original duplicate.

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

T.1.2.3.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.5 Community Liaison Officer

. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R270.04 per day**.

T.1.2.3.6 Labour Intensive Construction/Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour-intensive works to be done under the contract is as stated below but not limited to:

- Concrete mixing
- Laying paving bricks
- Installation of fence

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rates as follows:

- Unskilled Labour : R196.00 per day or R24.50 per hour
- Skilled Labour : R262.48 per day or R32.81 per hour

The Contractor shall be required to fill in all posts for unskilled labourers, from the Ray Nkonyeni and Ugu District Jurisdiction respectively. The target beneficiaries are, but not limited to:

- Unemployed people, of whom, in aggregate, at least 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people

T.1.2.3.1 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable;

T.1.2.3.2 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes

Part T2: Returnable Documents

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RAY NKONYENI MUNICIPALITY

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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A22; B1 to B3; C1.1, C2 and C3 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers	
A1	Certificate Of Attendance Of Clarification Meeting	29
A2	Authority to Sign Documents	30
A3	Letter Of Good Standing With Workmen's Compensation Commissioner	31
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	32
A5	Schedule Of Work Carried Out By The Of Tenderer	33
A6	Current And Recent Projects For Ray Nkonyeni Municipality (RNM/MBD5.2)	35
A7	Project Approach Method Statement	36
A8	Schedule Of Construction Plant	37
A9	Schedule Of Estimated Monthly Expenditure	39
A10	Schedule Contract Form – Past Experience (RNM/MND5.1)	40
A11	Details Of Key Personnel	41
A12	Pricing Schedule – Firm Prices (Purchases) (RNM/MBD3.1)	43
A13	Schedule Of Daywork Rates	44
A14	Record Of Addenda To Tender Documents	46
A15	Company Registration Documents	47
A16	Identity Documents of Shareholders/Directors/Members	48
A17	Joint Venture Disclosure Form	49
A18	Declaration Of Interest (Rnm/Mbd 4)	57
A19	Declaration Of Bidder's Past Supply Chain Management Practices (Rnm/Mbd 8)	60
A20	Certificate Of Independent Tender Determination (Rnm/Mbd 9)	62
A21	Form Concerning Fulfilment Of The Construction Regulations	65
A22	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (RNM/MBD 6.1)	67
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B1	Cidb Contractor Registration Certificate	71
B2	Tax Pin (RNM/MBD2)	72
B3	Preliminary Programme	73
Schedule C	Other Documents that will form part of The Contract	
C1.1	Form Of Offer And Acceptance	75
C1.2	Contract Data	80
C1.3	Performance Guarantee	86
C1.4	Occupational Health And Safety Agreement	89
C2	Pricing Data and Bill of Quantities	91
C3	Scope of Work	113

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

T2.2 RETURNABLE SCHEDULES

RAY NKONYENI MUNICIPALITY
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A1. CERTIFICATE OF ATTENDANCE OF CLARIFICATION MEETING

This is to certify that (*Tenderer*)

.....
of (*address*)
..... was represented by the
person(s) named below at the compulsory clarification meeting held for all tenderers for **Panel for Supply
installation of outdoor gym Equipment within Ray Nkonyeni Municipality for 3 years Rate Only** on
Monday 16 September 2024 at 10h00.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the
works and / or matters incidental to doing the work specified in the tender documents for me / us to take
account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name: Signature:

Capacity: Date and Time:

Municipal Stamp

RAY NKONYENI MUNICIPALITY
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A2. AUTHORITY TO SIGN DOCUMENTS

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the ⁽¹⁾ Directors/Partners/Members to this form, or by the completion of this form.

RESOLUTION

By resolution of the ⁽¹⁾ Board of Directors / Partners / Members passed at a meeting held on..... (Date),
at (Place)

..... (Name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;

TENDER NO: 8/2/RNM0537 and any contract which may arise therefrom on behalf of :-

.....
(Name Of Tenderer In Block Capitals)

SIGNED ON BEHALF OF THE FIRM (Director/Partner/Member):-

1.	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">DATE</p>
2.	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">DATE</p>
3.	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">DATE</p>

SIGNATURE OF AUTHORISED SIGNATORY:

<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">NAME</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">SIGNATURE</p>	<div style="border: 1px solid black; height: 60px;"></div> <p style="text-align: center;">DATE</p>
--	---	--

Tenderers are to note that failure to comply with this requirement will render their tender invalid.

RAY NKONYENI MUNICIPALITY

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**A3. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

RAY NKONYENI MUNICIPALITY
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A4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms, authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

RAY NKONYENI MUNICIPALITY

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A5. SCHEDULE OF WORK CARRIED OUT BY THE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least five (5) projects.

Failure to complete this Schedule and submit both appointment letters and completion certificates will result into tenderer scoring zero (0). It will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A6. CURRENT AND RECENT PROJECTS FOR RAY NKONYENI MUNICIPALITY (RNM/MBD5.2)

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

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR RAY NKONYENI MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A7. PROJECT APPROACH METHOD STATEMENT

Tenderers shall attach to this schedule the project approach method statement documentation. The following documentation is required in this respect:

- Construction Methodology (*maximum of 2 pages*)
- Quality Plan (*maximum of 2 pages*)
- Site management Plan (*maximum of 2 pages*)
- Health & Safety Plan (*maximum of 2 pages*)
- Programme of Work - the programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The tenderer shall also take into account the additional requirements stated in C3.5.1.3 Planning and Programming when drawing up the programme.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A8. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A9. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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**A10. SCHEDULE CONTRACT FORM – PAST EXPERIENCE
(RNM/MBD5.1)**

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

Employer	Nature of Works	Value of Work	Duration and Completion Date	Employer's Contract No

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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A11. DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

SITE AGENT				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

FOREMAN				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

Tenderers are to attach (to this page) CV and certified copies of Qualifications and the relevant NQF Qualifications for the following personnel:

- *Site Agent*
- *Site Foreman*

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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B1.

**SCHEDULE 1: MBD 3.2
PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
----------	----------	-------------	---------------------------

** (ALL APPLICABLE TAXES INCLUDED)

Required by:

- At:

Brand and model

Country of origin

- Does the offer comply with the specification(s)?
*YES/NO

If not to specification, indicate deviation(s)
.....

Period required for delivery

- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2 ... = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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A12. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	..... %	"On-Cost"
	(b).....	R.....	per hour plus	..... %	"On-Cost"
				

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

C. MATERIAL

The Tenderer shall state here the percentage “On-costs” that should be added to the nett cost of materials:

..... %

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A13. 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:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A14. COMPANY REGISTRATION DOCUMENTS

Tenderers are to attach certified copies of company registration documents (eg CK Documents) to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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**A15. IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/
MEMBERS**

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A16. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address.....
.....
.....
- d) Telephone.....
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm.....
- Postal Address.....
- Physical Address.....
- Telephone.....
- Fax.....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

2.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone
Fax.....
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

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

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

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

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

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

i) Profit and loss sharing

ii) Initial capital contribution in Rands

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

iii) Anticipated on-going capital contributions in Rands

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

.....

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

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

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

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

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

- a) Joint Venture cheque signing

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

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

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

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

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

- d) Acquisition of lines of credit

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

- e) Acquisition of performance bonds

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

- f) Negotiating and signing labour agreements

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

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

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

- a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

.....

.....

.....

.....

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

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

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

Signature

Duly authorised to sign on behalf of

Name.....

Address

Telephone.....

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address

Telephone.....

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address

Telephone.....

Date.....

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date.....

(Continue as necessary)

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A17. DECLARATION OF INTEREST

(RNM/MBD 4)

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RAY NKONYENI MUNICIPALITY
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A18. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (RNM/MBD 8)

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

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

Item	Question	Yes	No
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?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RAY NKONYENI MUNICIPALITY
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A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (RNM/MBD 9)

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:

¹Includes 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.

(RNM/MBD 9)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality/ Municipality Entity)

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

I certify, on behalf ofthat:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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.

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A20. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

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

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	<input type="checkbox"/>

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

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

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

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

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

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

(Tick)

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
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A22. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (RNM/MBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific goals.

1.3.1 The maximum points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS must not exceed	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1.1. POINTS AWARDED FOR PRICE

3.1.2. THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for comparative price of tender under consideration
 Pt = Comparative price of tender under consideration
 Pmin = Comparative price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local companies: -		
a) Enterprise Located within the Ray Nkonyeni Local Municipality	10	
b) Enterprise Located within the Ugu District Municipality	5	
c) Enterprise Located within the KZN Province	1	
d) Enterprise Located outside of KZN Province	0	
EME or QSE which is at least 100% owned by black people: -		
a) an EME or QSE which is at least 100% owned by black people	10	
b) an EME or QSE which is at least 51% owned by black people	6	
c) an EME or QSE which is at 25% - 50% owned by black people	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of company/firm.....

3.2. Company registration number:

3.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

3.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

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

Alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, e.g. 3GB

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

B2. TAX PIN REQUIREMENTS

(RNM/MBD2)

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

In order to meet the requirements bidders are required to complete in full the attached TCP1 "Application for a Tax compliance pin" and submit it to any SARS branch office nationally. The Tax compliance pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax compliance pin that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number must be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax compliance pin.

Copies of the TCP "Application for a "Tax compliance pin" forms are available from any SARS branch office nationally or on the website www.sars.gov.za

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

B3. PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in C3.5.1.3 Planning and Programming on page 114 when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

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C1.2 Contract Data	80
C1.3 Performance Guarantee	86
C1.4 Occupational Health And Safety Agreement	89

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 20224
TENDER NO: 8/2/RNM0537

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:

TENDER NO:8/2/RNM0537– Panel of supply and installation of outdoor gym equipment for 3 years with Ray Nkonyeni Municipality

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 Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, 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 Contract shall be completed within 4 Months of the Commencement Date.

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

.....
..... RAND (in words);

R (in figures)

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents 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 duly signed by the authorised representative(s) of both parties.

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

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

RAY NKONYENI MUNICIPALITY

No 10 Conner Street

Port Shepstone

4240

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

1. 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.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such Agreement shall be recorded here.
3. Any other matter arising from the process of Offer and Acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above Agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject

Details

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2. Subject

Details

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3. Subject

Details

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4. Subject

Details

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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 Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY RAY NKONYENI MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

CONFIRMATION OF RECEIPT

The Tenderer, (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) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

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

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 12 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date three (3) months after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is **RAY NKONYENI MUNICIPALITY**, represented by Ms Amanda Goqo and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Engineer

The **Engineer**, referred to in the documents, is the firm of N/A, N/A acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Engineer is: N/A or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement.

Clause 1.1.1.28: Scope of Work

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 “Drawings” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.2.1.2: Notices

The name of the Employer is : **RAY NKONYENI MUNICIPALITY**

The address of the Employer is : **10 Connor Street
Port Shepstone
4240**

The name of the Engineer is : **N/A**

The address of the Engineer is : **N/A**

Clause 1.3.5: Contractor’s Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.1.3: Employer’s Approval Required

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.5.1: Time for Practical Completion

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on 15 December 2024 and ends on 13 January 2025.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	12 days	May	4 days	September	7 days
February	10 days	June	2 days	October	10 days
March	10 days	July	2 days	November	11 days
April	4 days	August	5 days	December	12 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

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

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is 0.05% of the total Tender Sum per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
The Performance Guarantee shall be worded as set out in the document included in C1.3.
The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to contract price adjustment.

Clause 6.8.3: Variation in Cost of Special Materials

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies.

Clause 6.10.5: Payment of Retention Money

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Engineer ..” and replace with the words “.. the full limit of retention money shall be held until the Engineer ..”

Clause 6.10.5.1

In the sixth line, delete the words “ .. of the second half ..”

Clause 6.10.6: Set-Off and Delayed Payments

A guarantee in lieu of retention is not permitted.

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

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

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R5 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:.....

Email:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

C1.3. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:

Physical address:

“Employer” means: **RAY NKONYENI MUNICIPALITY**

“Contractor” means:”

“Engineer” means: **N/A**

“Works” means:

“Site” means:

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

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

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of
R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

C1.4. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN RAY NKONYENI MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,

Representing....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF RAY NKONYENI MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 117 OF 2024

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C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS specifications.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. The tender must complete the schedule of quantities in full items against which no price is entered are to be considered as incomplete and will the tender. items against which not applicable (N/A) or dash (-) is entered are to be incomplete and invalidate the tender. Items against which Nil or Zero (0) is entered are to be considered to be fully priced and tenderer will be expected to provide such items as specified at Zero (0) or Nil price.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

RAY NKONYENI MUNICIPALITY
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C2.2. Bill of Quantities

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RAY NKONYENI MUNICIPALITY
Supply and installation of Outdoor Gyms

CONTRACT NO. 8/2/RNM0537

Item	Pay Ref	Description	Unit	QTY	Rate	Amount
1.0.0	SABS 1200 A	SECTION 1: GENERAL				
1.1	8.3	SCHEDULED FIXED-CHARGE				
1.1.1	8.3.1	Contractual Requirements	L/Sum	1		
1.2	8.4	SCHEDULED TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Sum	4		
1.2.2	8.4.2	Health & Safety obligations	Sum	4		
1.2.3	8.4.2.1	Facilities for the engineer	Sum	4		
1.2.4	8.4.2.2	Facilities for the contractor	Sum	4		
1.2.5	8.4.3	Supervision for Duration of Construction	Sum	4		
1.2.6	8.7	Provisional Sum for supervision of sub-contractors	Sum	4		
1.2.7	8.4.4	Company and Head Office Overhead Costs for the Duration of the Contract	Sum	4		
1.2.8		Provisional Sum for mentorship of sub-contractors	Sum	4	15,000.00	105,000.00
1.3	8.6	PRIME COST ITEMS				
1.3.1	8.6.1	a) Prime cost of goods or materials to be supplied to the site of the Works in terms of the contract (Refer to the list of outdoor gym items) Page 105	Stated Sum	1		
1.3.2	8.6.2	b) Overheads, charges and profit on (a) above	%			

1.3.3	8.6.3	c) Transport and labour to handle and install (a) above as specified in PSA...	Sum	4		
		Total Section No. 1				

RAY NKONYENI MUNICIPALITY
Supply and installation of Outdoor Gyms
CONTRACT NO. 8/2/RNM0537

Items	Pay Ref	Description	Unit	QTY	Rate	Amount
2.0.0		SECTION 2: MINOR EARTHWORKS				
2.1.0	SA BS 120 0C	<u>SITE CLEARANCE</u>				
2.1.1	8.2. 1	Strip specified area of all grass, bush and remove boulders up to nominal depth not exceeding 150mm	m ²	600		
2.1.2	8.2. 2	Remove and grub large trees and stumps of girth.				
		(i) Over 1m and up to and including 2m.	No	10		
		(ii) Over 2m and up to and including 3m	No	2		
2.2.0	SA BS 120 0D	<u>BULK EXCAVATIONS</u>				
2.2.1	8.3. 2	Cut to spoil from a specified area, 300mm below natural ground. Rate shall include excavation breaking down, loading, and carting to a designated site	m ³	10		
2.2.2	8.3. 2	Extra over item 2.2.1				
		(i) Intermediate material	m ³	7		
		(ii) Hard Rock material	m ³	3		
		SECTION 3				
	SA BS 340 0	PAVEMENT LAYERS OF GRAVEL MATERIAL				
2.2.4		Construct Construction wearing course 100mm thick on the gym area using G7 gravel from	m ³	60		

		commercial source, compacted to 95 % Mod Aashto. Rate to AASHTO. rate include sourcing of materials excavating, loading, carting ,windrowing, spreading and shaping to form a uniform slope.				
2.3.1		l) Construct granular base 100mm thick using G5 quality gravel from commercial source, compacted to 95% Mod Aashto. Rate to include sourcing of material, excavating, loading, carting, windrowing, spreading, shaping, compaction and royalties to the specified density.	m ³	90		
		Supply and deliver 50mm of river sand laid over G5 to cover the entire gym area	m ³	30		
		SECTION 4 CONCRETE PAVING BLOCK, KERBING AND V- DRAIN				
		Supply, deliver and lay 60mm G-block grey colour to cover the surface of gym area.	m ²	550		
		Form concrete ditch v-drain as per DOT Standard drawing instruction, complete with shuttering, mesh ref 193 and straight edge finish and curing. Rate shall include blading along, daylight, hand trimming and disposal of excess material.	M	100		
		Supply and lay figure 12 kerbing using 20/19 grade insitu concrete. The unit rate for precast kerbing shall cover the cost of supply material for the kerbing and bedding, joint, excavation, compacting and all labour	M	100		

RAY NKONYENI MUNICIPALITY
Supply and installation of Outdoor Gyms
CONTRACT NO. 8/2/RNM0537

Item	Pay Ref	Description	Unit	QTY	Rate
3.0.0		SECTION 5: CONCRETE SMALL WORKS			
3.1.0	SABS 1200GA	<u>SCHEDULED FORMWORK ITEMS</u>			
3.1.1	8.2.1	Rough surfaces	m ²	22	
3.1.2	8.2.2	Smooth surfaces	m ²	10	
		(Allow for 30mm chamfer of 45 degrees)			
3.2.0	SABS 1200GA	<u>SCHEDULED REINFORCEMENT ITEMS</u>			
3.2.1	8.3.1	High-Tensile Welded Mesh Ref 395	m ²	40	
	SABS 1200GA	<u>SCHEDULED CONCRETE ITEMS</u>			
3.3.1	8.4.1	Supply and lay 20Mpa concrete (grade 20/19) for slabs	m ³	15	
3.3.2	8.4.1	supply and lay 25Mpa concrete (grade 25/19) for bases	m ³	13	
3.3.3	8.4.2	Supply and lay 15Mpa Blinding layer of about 50mm (grade 15/19)	m ²	30	
3.3.4	8.4.4	Unformed Surface Finishes			
		a) Wood Floated Finish	m ²	27	
		b) Steel Floated Finish	m ²	7	
3.3.5	8.5	Joints			
		The unit rate shall cover the cost of all materials and labour for the construction of each joint as specified making use of soft board	m	25	
		SECTION 6 FENCING AND SOLAR LIGHTING			
3.3.9	6.1.1	Supply and construct an anti- climb fence of 1.8m high around the perimeter of the gym area.	m ²	600	
	6.1.2	Supply and install anti -climb pedestrian gate for entrance.	No	1	
	6.2	Supply and install a solar lighting system with 18v/150w solar panel lighting with a battery life of 12,8v 100Ah with luminous flux of 25000. The Rate shall include supply a 7m steel pole with necessary brackets and fittings.	No	1	

RAY NKONYENI MUNICIPALITY

Supply and installation of Outdoor Gyms

CONTRACT NO:8/2/RNM0537

SUMMARY PAGE

	DESCRIPTION	AMOUNT
1	SECTION 1: GENERAL	
2	SECTION 2: MINOR EARTHWORKS	
3	SECTION 3 PAVEMENT LAYERS OF GRAVEL MATERIAL	
4	SECTION 4 CONCRETE PAVING BLOCK, KERBING AND V- DRAIN	
5	SECTION 5: CONCRETE SMALL WORKS	
6	SECTION 6: FENCING AND SOLAR LIGHTING	
	SUB-TOTAL	
	ADD 10% CONTINGENCY	
	SUB-TOTAL	
	VAT 15%	
TOTAL TO BE CARRIED TO FORM OF TENDER	R	

SIGNED BY/ON BEHALF OF BIDDER



NAME



SIGNATURE



DATE



COMPANY STAMP

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

Declaration

(In respect of completeness of Tender)

RAY NKONYENI MUNICIPALITY
10 Connor Street
Port Shepstone
4240

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for the **TENDER NO.:8/2/RNM0537** – has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

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C3.1 Description Of The Works	114
C3.2 Engineering	115
C3.3 Procurement	116
C3.4 Construction	117
C3.5 Management	124
C3.6 Annexes	127

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Scope of Work
Specifications

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
TENDER NO: 8/2/RNM0537

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The Ray Nkonyeni Municipality intends to implement panel of supply and installation of outdoor gym equipment within Ray Nkonyeni for three years.

The objective of the project is to improve the infrastructure and facilities of the offices, to enable optimal functioning of the facility. The works are to be partly executed using labour intensive methods by making use of local resources, where possible.

C3.1.2 Overview of the Works

This contract covers the supply of all materials, labour and equipment for the Tender No: 8/2/RNM0537.

The general scope of works includes but not limited to the following:

- Site establishment
- Clear and grubbing
- Construction concrete base
- Installation of gym equipment
- Installation of paving bricks
- Installation clear-vu fence
- Supply and install solar light.
-

C3.1.3 Extent of the Works

The Works to be carried out by the Contractor under this Contract comprise mainly of excavation for bases, concreting bases, installation of gym, paving surface, and solar lighting.

C3.1.4 Location of the Works

The contract is in different wards within Ray Nkonyeni Municipality

SCHEDULE OF GYM APPARATUS

- The Suppliers/ Contractors are to furnish quotations for equipment as per attached list below and are to provide a description and photo of each apparatus with their official quotation.

No	Description	Minimum number of users at one time	Quantity	Days required to complete installation from date of appointment
1	Horse Rider	1	1	
2	Surfboard/Pendulum Waist Trainer	1	1	
3	Push & Push Chair (Combo)	1	1	
4	Elliptical Cross Trainer	1	1	
5	Air Walker	1	1	
6	Single Rowing Machine	1	1	
7	Bicycle	1	1	
8	Weight Lift	1	1	
9	Chest & Back massager	1	1	
10	Waist Movement & Stepper	1	1	
11	Taiji Grid	1	1	
12	Scaling Ladder	1	1	

- Quotation from the manufacture to be attached and matched as prime cost item on the BOQ.

RAY NKONYENI MUNICIPALITY
NOTICE NO: 117OF 2024
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C3.2. Engineering

C3.2.1 Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent works:	
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- The Contractor shall supply all details necessary to assist the Employer's representative in the compilation of the record drawings

C3.2.2 Employer's Design

The entire Permanent Works have been designed by the Employers representative.

C3.2.3 Design Brief

The Contractor will supply a typical layout for site office layout and stock piling of material. Any alterations to this layout need to be approved by the Employers representative.

C3.2.4 Drawings

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

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

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

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 Design Procedures

All statutory requirements shall be taken into consideration.

30RAY NKONYENI MUNICIPALITY
NOTICE NO: 117 OF 2024
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C3.3. Procurement

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 Requirements

The Preferential Procurement Procedures are detailed in C1.3 (Tenderer's Direct Participation of Targeted Labour) and C1.4 Tenderer's Direct Participation of Targeted Enterprises.

C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

C3.3.2 Subcontracting

C3.3.2.1 Scope of Mandatory Subcontract Works

- Electrical work

C3.3.2.2 Preferred Subcontractors / Suppliers

Preference will be given to local sub-contractors and/or suppliers.

C3.3.2.3 Subcontracting Procedures

Sub-contractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and were required / necessary a sub-contractor shall be selected in consultation with the Employer.

Sub-contractors shall submit their Health and Safety Plan to be approved by the Employer.

C3.3.2.4 Attendance on Subcontractors

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.

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C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specification

The SANS 2001 standards for construction works are applicable to the contract.

C3.4.1.1.1 Applicable SANS 1200 Standardised Specifications

The following SANS 1200 Standardised Specifications for Civil Engineering Construction are applicable:

- SANS 1200 A - 1986 General

C3.4.1.1.2 Other Applicable SANS Specifications

- SANS 10305 – Painting
- SANS 10142 – Electrical works

C3.4.1.2 Particular Specifications

Refer to C3.6

C3.4.1.3 Certification by Recognised Bodies

Certified by the CIDB is a compulsory requirement.

C3.4.2 Plant and Materials

C3.4.2.1 Plant and Materials Supplied by the Employer

None

C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of the works.

C3.4.3.2 Equipment Provided by the Employer

None

C3.4.4 Existing Services

C3.4.4.1 Known Services

All known services are shown on the Construction Drawings. However all existing service should be proven prior to construction. The onus still lies with the Main Contractor to ensure that no services are damaged during the construction period.

C3.4.4.2 Treatment of Existing Services

It is envisaged that some of the existing services may require temporary or permanent relocation. The relevant local authorities should be contacted before relocating any services.

The Contractor shall make efforts to verify details, positions and levels of existing connection points to the satisfaction of the Employers representative, well in advance of undertaking related works to prevent any

possible delay if such services are not as indicated or assumed. No claims related to delays resulting from unidentified services shall be entertained.

C3.4.4.3 Use of Detection Equipment for the Location of Underground Services

The contractor, where it is deemed necessary may use detection equipment to locate existing services located below ground level.

C3.4.4.4 Damage To Services

It is the responsibility of the Contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main Contractor shall be responsible for the repair off the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

(a) Water Source

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

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

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

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause, be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

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

(b) Electricity supply

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

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

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

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause, be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

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

(c) Area for Contractor's site establishment

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Employer at the clarification meeting or during the site handover meeting.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Employers representative for approval before any work on the camp or offices is commenced.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

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

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

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

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

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

(a) Electricity

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

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

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

C3.4.5.2 Storage And Laboratory Facilities

A temporary storage unit must be procured and placed on site for storage of equipment as directed by the Employer. A commercial laboratory will be utilised.

C3.4.5.3 Vehicles and Equipment

No requirements are specified.

C3.4.5.4 Advertising Rights

It is the Main Contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the Main Contractor.

C3.4.5.5 Notice Boards

The main Contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing or to be provided before commencement of work by client.

C3.4.6 Site Usage

The Contractors are allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

C3.4.7 Permits and Way Leaves

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions

C3.4.8 Water for Construction Purposes

The onus lies with the Main Contractor to source and pay for construction water. The quality of the construction water should be as specified is SANS.

C3.4.9 Extension of Time Due to Abnormal Rainfall

- (a) Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Works Programme.
- (b) No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed in clause 5.12.2.2 of the Contract Data, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.
- (c) Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.
- (d) It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
- (e) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.

C3.4.10 Features Requiring Special Attention

(a) Site Maintenance

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

(b) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer will not liaise directly with any Subcontractors nor will he issue instructions concerning the subcontract works directly to any Subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Subcontractors and the Employer will not become involved.

(c) Access to Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

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

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

(d) Existing Residential Areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Employer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least **24 hours** but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(e) Employment of Local Labour

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community.

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

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

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

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

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

The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, as determined by the Department of Labour.

(f) Monthly Statements and Payment Certificates

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

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

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

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

(g) Construction in Restricted Areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

(h) Notices, Signs, Barricades and Advertisements

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

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

(i) Workmanship and Quality Control

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

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

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

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

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C3.5. Management

C3.5.1 Management of the Works

C3.5.1.1 Applicable Specification

As specified under Clause C3.4

C3.5.1.2 Particular Specifications (C3.6 - Annexes)

As specified under Clause C3.4 and C3.6

C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Employers representative, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in the Conditions of Contract.

The approval of a programme by the Employers representative shall have no contractual significance other than that the Employers representative will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer to instruct the Contractor to vary the programme if necessary.

C3.5.1.4 Sequence Of The Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

C3.5.1.5 Software Application For Programming

Not applicable.

C3.5.1.6 Methods And Procedures

The Works shall be executed in terms of the various and applicable SANS specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality Plans and Control

Refer the various and applicable SANS specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

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

Refer the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.9 Testing, Completion, Commissioning and Correction of Defects

Refer the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.10 Recording of Weather

A rain gauge in good working condition shall be provided at site by the Contractor for measurement of rainfall.

C3.5.1.11 Format of Communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Diary and Instruction Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employers representative at all times.

C3.5.1.12 Key Personnel

Key personnel shall be on site at all times to control and supervise construction activities.

C3.5.1.13 Management Meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works. Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Employers representative.

C3.5.1.14 Forms for Contract Administration

The Employer and the Contractor shall operate and maintain their own individual contract administration systems.

C3.5.1.15 Daily Records

Refer the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.16 Payment Certificates

Refer the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.17 Proof of Compliance with the Law

Refer the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.18 Insurance Provided by the Employer

Refer the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

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C3.6. Annexes

- C3.6.1 Variations And Additions To Standard Specifications
- C3.6.2 Health and Safety Specifications by the Employer
- C3.6.3 Construction Environmental Management Plan

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Annex C3.6.1 Variations and Additions to Standard Specifications

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

SABS 1200 A: GENERAL

PSA2.8 Schedule of Quantities

PSA2.8.1 Principle:

Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Employers representative and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 6.4.1 of the General Conditions of Contract 2010.

The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Employers representative in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities

PSA3 MATERIALS

PSA3.1 Material Quality

The Employers representative will take samples from stockpiles of proposed construction materials on site and from the completed works. Approval will not be granted for samples delivered direct to the Employer's office. The Contractor shall be responsible for the cost of all failures on test samples and control testing.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleared areas on the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from Stormwater.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Bags of cement which show any degree of hydration and setting shall be removed from the site of the Works and replaced at the Contractor's own expense.

Materials shall be handled with proper care at all times. Under no circumstances may materials be dropped from vehicles. Large pipes shall be lifted or lowered only by means of suitable hoisting equipment.

PSA5.2 Watching, Barricading, Lighting

The Contractor shall employ competent watchmen to guard the Works both by day and night.

From the time any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property

of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupier of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safe and satisfactory condition.

PSA8.2.2 Time-Related Items

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

PSA5.7 OCCUPATIONAL HEALTH AND SAFETY

The contractor shall abide by the Occupational Health and Safety rules as described in Section C 3.5.2 of this document

PSA7 TESTING

PSA7.1 Testing Principles

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor is satisfied with the standard of the Works, the Employers representative will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Employers representative with the results of the check testing indicating that the Work is to specification.

Failure by the Contractor to notify the Employers representative or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the Work to be tested.

The Employers representative will be under no obligation to the Contractor to perform the tests. If the Employers representative elects not to perform a particular test after notification by the Contractor, the Contractor will be issued with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of any responsibilities under the specification or in any way limit the tests, which the Employers representative may call for or perform in terms of the specification.

PSA7.2 Approved Laboratories

Acceptance testing shall be done by a laboratory selected by the Employers representative. The Employers representative requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test.

All acceptance testing by the Employers representative shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified. This payment shall consist of a billed amount plus the tendered mark-up.

A Provisional Sum has been provided in Section 1 of the Bill of Quantities to allow for the cost of such testing.

The Contractor shall make due allowance for testing procedures in the construction programme.

PSA8.2 PAYMENT

PSA8.2.2 Time-Related Items

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract.

PSA8.8.4 Existing Services

The tendered rate for item 1.7.3 shall further cover the cost of backfilling the excavation with selected material compacted to 90% AASHTO density, keeping the excavation safe and taking care that the services are not damaged in any way. No direct payment will be made for the protection of such services.

PSA9* RECORD DRAWING INFORMATION

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to Employers representative for approval on a monthly basis.

The Certificate of Completion shall only be issued once all the as-built information has been received from the Contractor and verified by the Employers representative.

The as-built information shall include data sheets in MS EXCEL format providing full details in itemised form of all infrastructure components purporting to be NEW INFRASTRUCTURE ASSETS for which the Municipality is required to compile an asset register in terms of National Treasury requirements. Such schedule shall provide the Built value of any such assets, the life expectancy thereof, the date from which these assets were put into practical operation as well as any other detail in a format as may be required and specified by the Ray Nkonyeni Municipality Asset Management Division within the Finance Directorate.

It shall be a further requirement that all as-built information, as explained above and in a format satisfying the requirements of the Ray Nkonyeni Municipality GIS Division, shall be prepared by the contractor and handed to the Employers representative for verification and handing over to the Municipality.

PSA11* SITE INSTRUCTIONS

The Employers representative shall supply a site instruction book for specific use on the Site. All instructions given by the Employers representative must be confirmed and signed.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Employers representative. Reasonable notice time shall be allowed prior to inspections. All inspections request and approval/disapproval thereof shall be recorded by the Site staff in writing.

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.2 Existing Services

PSD 5.1.2.2 Detection, location and exposure

Add the following paragraph:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

PSD 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PSD 5.1.4 Nuisance

PSD 5.1.4.1 Dust nuisance

Add the following paragraphs:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. An item has been included in the schedule of quantities for payment of this work. Also refer to the Environmental Management Plan in this regard.

The Contractor shall take the necessary precautions to prevent sand blowing onto adjacent properties during the construction period. Where necessary stabilisation deemed will be specified, but during construction the Contractor will be responsible for keeping the sand damp to prevent wind erosion. Provision for keeping sand damp must be included in the Contractor's tender rates for this item.

PSD 5.1.6 Road Traffic Control

Add the following paragraphs:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided.
- c) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.1 Site Preparation

PSD 5.2.1.2 Conservation of topsoil

Add the following paragraph:

Removal of topsoil shall only occur in areas as approved by the Employers representative in writing. The topsoil shall be conserved for use elsewhere. Refer to the Environmental Management Plan in this regard.

PSD 5.2.2 Excavation

PSD 5.2.2.3 Disposal

Substitute the second sentence of this clause with the following paragraph:

All surplus and unsuitable material shall be disposed of at the nearest municipal dump site or any other site located by the Contractor and approved by the Employers representative in writing.

PSD 5.2.2.4 Excavation by hand around existing services

Where hand excavation is required around existing services it shall be done within 3, 0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.3 Placing and Compaction

PSD 5.2.3.1 Embankments

Add the following paragraph:

In-situ sandy material with a PI<12 shall be compacted to 98% Mod AASHTO while clayey sands and sandy clays be compacted to 95% Mod AASHTO to a depth of 300 mm. Sandy fill shall be compacted in layers to 100% Mod AASHTO.

PSD 5.2.4.3 Grass or other vegetation

Add the following paragraphs:

The vegetation shall consist of an approved grass or hydroseed mixture and the contractor shall carry out sufficient tests with the applied top soil to ensure that the grass or hydroseeding mixture proposed for use is suitable and will flourish after application and watering. This is particularly important for the lining of the channels and the contractor must submit various grass mixtures from a specialist horticulturist for consideration in the grass lining of the channels. The cost of any such submissions together with the cost of supplying suitable fertiliser must be included in the applicable rates for this work.

Hydroseeding shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the program of completed work.

The Contractor shall arrange for the topsoil to be tested for fertiliser requirements and he shall submit the test reports to the Engineer who will, after that, issue instructions on the fertiliser to be used. The cost of any such tests together with the cost of supplying fertiliser must be included in the applicable rates for this work.

Undue humps and hollows shall be smoothed out before hydroseeding is commenced.

PSD 8.3.11 MEASUREMENT AND PAYMENT

PSD 8.3.11 Grassing or other Vegetation Cover

Add the following paragraph:

The rate tendered shall cover the cost of all tests on the topsoil, procuring the seed, delivering to site, providing all labour, equipment, fertilizer, and water, hydroseeding the mixture onto the topsoil watering and maintaining the vegetation cover until the end of the maintenance period.

PSD 5.2.5 Transport for Earthworks

PSD 5.2.5.1 Freehaul

Add the following paragraph:

The movement of material to and from any source within a 0.5km radius of the site will be taken as free haul, with no additional payment for loading, handling, haulage and placement in the final position.

PSD 5.2.6 STABILISATION

PSD 5.2.6.1 Construction

The top sand surface on completed terraces and other areas or the base of excavated clay pockets shall be stabilised as directed by the Employers representative.

Baled straw shall be placed on the completed area, opened and evenly spread by hand or machine at a coverage rate of one bale per 20m² over the area to be stabilised. It shall then immediately be harrowed into the upper 100 mm layer of sand using a serrated disc harrow or by labour-based methods in an east-west or west-east direction. Twigs, grass, etc from site clearance can also be utilised provided that a similar cover and degree of stabilisation to straw is achieved.

This operation shall not be attempted when the wind strength is such as to remove the material before it can be harrowed.

PSD 5.2.6.2 Measurement and Payment

The rate shall include the supply, placing, spreading and harrowing in of the straw and for all transport, plant, materials, labour and incidentals necessary to complete the Work as specified.

PSD6 TOLERANCES

PSD 6.1 POSITION, DIMENSIONS, LEVELS, ETC

Add the following paragraph:

gaps larger than 150 mm do not occur.

SABS 1200 G: CONCRETE

PSG CONCRETE (STRUCTURAL)

PSG 1 EXPLANATION OF TERMS

PSG 1.1 Exposure Conditions

Further to the descriptions in 2.4.1, the exposure conditions are deemed to be "very severe" as defined in 2.4.1.4.

PSG 2 MATERIALS

PSG 2.1 Cement

This sub clause is amended by addition of the following paragraph:

Only PC 30 FA cement complying with SABS 1466 may be used in waterlight concrete.

PSG 2.2 Applicable Specification

In addition to the requirements of SABS 1083 in respect of the coarse and fine aggregates, all aggregates shall be of dolomitic origin except that mass concrete and structural concrete that will not come into contact with effluent need not make use of dolomitic aggregates.

PSG 2.3 Approval of Admixtures Required

The Contractor will be permitted to use admixtures necessitated by his design to the approval of the Employers representative except that air entraining agents will not be permitted under any circumstances.

PSG 3 REINFORCEMENT

PSG 3.1 Fixing

The sub clause is amended by addition of the following paragraphs:

Reinforcement in structures is not to be welded unless specifically approved in writing by the Employers representative in exceptional circumstances. All welding procedures are to be subject to the prior approval of the Employers representative in writing.

Mechanical butt joining of reinforcement will be permitted subject to test pieces and procedures having the prior approval of the Employers representative.

PSG 3.2 Cover

Cover shall not be less than 50 mm notwithstanding the requirements of Table 1 for grade 40 concrete in very severe conditions.

Further to the provisions of 5.1.3, no metal supports, spacers or wire ties used for holding reinforcement in position shall be in contact with formwork nor shall it have less cover to outside concrete faces than is specified for the steel reinforcement.

PSG 4 CONSTRUCTION

PSG 4.1 Classification of Finishes

Unless otherwise stated on the drawing or Schedule of Quantities a smooth finish is required with Degree of Accuracy II. Special finishes with more stringent tolerances are required for certain of the structures and are stated on the appropriate drawings.

PSG 4.2 Quality – General

This sub clause is amended by the addition of the following paragraph:

To ensure quality, the Contractor shall provide a responsible person(s) approved by the Employers representative with an adequate knowledge of concrete technology in mixing, placing and curing of concrete for the supervision at all times of the production, transporting and placing of concrete.

PSG 4.3 Durability

Notwithstanding the water/cement ratios stated in Table 5, a maximum water/cement ratio of 0,5 will be applicable to all strength concrete.

PSG 4.5 Strength Concrete

Concrete shall be of the grades stated on the drawings and in the Schedule of Quantities. A minimum cement content of 400kg per m³ of concrete is required for all concrete in structures which are in contact with the sewage effluent. A mix design for each specified grade of strength concrete is to be approved by the Employers representative prior to the mix being used in the works.

PSG 4.6 Preparation of Formwork

Add the following paragraph to this sub clause:

Ties used to secure and align formwork should not pass completely through any part of a structure which is classed as water retaining unless effective precautions are taken to ensure watertightness after their removal. The ends of any embedded ties must have a cover equal to that required for the reinforcement. The gap left from the end of the tie to the face of the concrete must be effectively sealed. Under no circumstances will tubes for accommodating ties which are made of a brittle material such as fibre cement be allowed.

PSG 4.7 Ready-mixed Concrete

Use of ready-mixed concrete will be acceptable provided the Employers representative has given his prior approval of the concrete production facility. Testing of ready-mixed concrete shall be as specified in PSG 6.

PSG 6 MEASUREMENT AND RATES

PSG 6.1 Formwork

Further to the provisions of 8.1.3(d), holes to be formed in walls or slabs for the building in of pipes/specials will be measured by number for the area of opening within the following ranges for the stated thickness of wall:

- a) not exceeding 0,25 m²
- b) exceeding 0,25 m² but not exceeding 0,50 m²
- c) exceeding 0,50 m² but not exceeding 0,75 m²
- d) exceeding 0,75m² but not exceeding 1,00m²

PSG 6.2 Reinforcement

This sub clause shall be deleted and replaced by the following:

Steel bar reinforcement shall be measured by the metric ton (or kg for small quantities) calculated from the cutting lengths shown on the drawings and using the tabulated mass per linear metre for the nominal diameter of the bar.

<u>Bar diameter (mm)</u>	<u>Mass per linear meter (kg)</u>
6	0,222
8	0,395
10	0,616
12	0,888
16	1,579
20	2,466
25	3,854
32	6,313

Welded steel fabric shall be measured in metric tons based on the nominal mass per square metre or in square metres for each mesh reference.

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C3.6.2 Health and Safety Specifications by the Employer

1. Interpretations

1.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

1.1 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Asbestos Regulations

The project scope of work will entail the removal of the existing asbestos roof sheeting and the replacement thereof, with galvanised steel sheeting. The removal and disposal of the asbestos roof sheeting will be undertaken by a Registered Asbestos Contractor. In light of the foregoing the project will be subject to the Asbestos Regulations (2002) and Asbestos Abatement Regulations, 2020, which were promulgated in terms of the Occupational Health and Safety Act 85 of 1993.

In line with the aforementioned regulatory prescripts, the following requirements should be complied with;

- Notification of the Provincial Director of the Department of Labour prior to commencement of the work. This item shall be undertaken by the AIA.
- The asbestos demolition work and disposal should be carried out by a registered asbestos contractor.
- All asbestos materials likely to become airborne should be identified.
- A plan of work should be submitted at least thirty (30) days prior to the commencement of that work, to an approved inspection authority. This item shall be undertaken by the AIA.
- During and after the completion of demolition work, steps should be taken to ensure that;
 - All asbestos and materials containing asbestos are handled and disposed of in accordance with the Asbestos Regulations (2002).
 - All persons exposed to or likely to be exposed to asbestos are issued with appropriate personal protective equipment (PPE) and that such equipment is used properly.
 - The premises, structures or area are thoroughly checked to ensure that all asbestos waste has been removed.

2.2 Health and Safety Plan

The Principal Contractor shall prepare a documented Health and Safety Plan as per Construction Regulations 7(1) (a) based on the information / requirements contained in this specification and the baseline risk assessment for the project and demonstrate to us how he is going to implement Health and Safety on site.

2.3 Health and Safety File

The Principal Contractor must, as required by Construction Regulation 7(2)(b) compile and keep a health and safety file on site at all times that must include all documentation required in terms of The Act and Regulations and this specification. It must also include a list of all Sub Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The Principal Contractor health and safety file must after compilation be submitted to the Health and Safety Agent for approval before any work commencement on site.

The health and safety file must contain the following documentation:

- Notification of Construction Work
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer
- Safety, Health and Environment Policies
- Health and safety plan agreed with the Client's Agent
- Legal Appointments
- Certificates of medical fitness

- Risk assessment(s) and method statements
- Material Safety Data Sheets (MSDS)
- Traffic Management Plan
- Emergency Preparedness Plan
- Training Records
- Personal Protective Equipment (PPE) records
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor
- The following registers:
 - Accident and/or incident register (Annexure 1 of the General Administrative Regulations)
 - Occupational Health and Safety representative's inspection register
 - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user
 - Inspection of hand tools
 - Inspection and maintenance of explosive powered tools
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances)
 - Inspection for temporal electrical installations
 - First-aid box content
 - Record of first-aid treatment
 - Fire equipment inspections and maintenance
 - Record of hazardous chemical substances (HCS) kept and used on site
 - Machine safety inspections (including machine guards, lock-outs etc);
 - Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators)
 - Inspection of stacking and storage
- The OHS Act and its Regulations (Construction Regulations 2014)
- Meeting records
- Internal Audits records
- Client's Audits records
- Other records relating to health and safety management on site

The Client's Agent will conduct an evaluation of the Principal Contractor's health and safety file from time to time during a month, but at least once a month.

2.4 Mandatories and Contractors Safety File

It is a requirement that the Principal Contractor, when he appoints Contractors, includes an OHS Act Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such Contractor.

Each Contractor must keep his/her health and safety file updated for the Principal Contractor, on a weekly basis. The Subcontractor must agree to comply with the terms of the Provisions of Section 37(2) of the Occupational & Safety Act, Act No. 85 of 1993 together with the Construction Regulations 2014.

The Principal Contractor must conduct an evaluation of the Contractor's health and safety file from time to time during a month, but at least once a month.

2.5 Notification of Intention to Commence Construction Work

The Principal Contractor must notify Department of Labour in writing of construction work as per section 4 of Construction Regulations and keep the stamped copy in the file.

3. STRUCTURE AND RESPONSIBILITIES

3.1 Overall Supervisions and Responsibility for Health and Safety

It is the Principal Contractor's responsibility to implement and maintain the health and safety plan approved by the Client.

The Chief Executive Officer (in terms of Section 16(1) of the OHS Act) of the Principal Contractor is to ensure that the Employer (as defined in the OHS Act) complies with the OHS Act.

The Principal Contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHS Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHS Act.

3.2 Operational Responsibilities for Health and Safety

The Principal Contractor must appoint designated competent employees and/or other competent persons to assist with the operational responsibilities for health and safety during the works. Appointments shall be guided/ structured by the legislation requirements and the scope of works to be performed by the contractor. It is acknowledged that the Principal Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Health and Safety Standards would not be negatively affected. Should the Health and Safety Agent deem such practice as having a negative effect on Health and Safety Standards; then alternative arrangements will have to be made.

A part time Health and Safety Officer shall be appointed by the Principal Contractor subject to the following conditions:

- The person must either have completed a SAMTRAC (Safety Management Training Course), which is administered by NOSA, a 3 Week Health and Safety Management Course, which is administered by Lexis Nexus, National Diploma in Safety Management or another course approved by Client's Agent as a minimum requirement.
- The Health and Safety Officer must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) or have proof of application for registration.

3.3 Appointment of Health and Safety Representative

Where the Principal Contractor employs more than 20 persons [including the employees of other contractors (sub-contractors)] he shall appoint one Health and Safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the Occupational Health and Safety representatives be executed in consultation with employee representatives or employees.

Occupational Health and Safety representatives shall be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Should the appointed representatives require any training, assistance or facilities, the Principal Contractor must provide these.

Health and Safety Representatives shall carry out his/ her duties as per Section 18 of the OHS Act. The Principal Contractor must ensure that the designated Occupational Health and Safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational Health and Safety representatives must be included in accident and/or incident investigations. Occupational Health and Safety representatives must attend all Occupational Health and Safety committee meetings.

3.4 Health and Safety Committees

The Principal Contractor must establish an Occupational Health and Safety committee consisting of all the designated Occupational Health and Safety representatives together with a number of management representatives. The members of the Occupational Health and Safety committee must be appointed in writing and copies of the appointments included in the Occupational Health and Safety file.

The Health and Safety committee shall be made up of the following:

- Contracts Director
- Construction Manager
- Construction Safety Officer
- Health and Safety Representatives (Own and Contractors)
- Management Members and Client Representatives
- Contractors Managers

The Occupational Health and Safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

- Opening and welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Occupational Health and Safety representatives' reports
- Incident and/or accident reports and investigations
- Incident, accident and/or injury statistics
- Other matters
- Endorsement of registers and other statutory documents by a duly authorised representative of the Principal Contractor

- Training:
 - Employee competence
 - Induction training
 - Certified skills
 - Toolbox talks
 - Emergency procedures
 - Any specific training needs
- General issues:
 - Traffic Management
 - Fire precautions
 - First aid
 - Welfare, etc

Minutes of the meetings shall detail the actions arising from the meeting, action by, completion dates, be copied to all attendees and to be displayed on the safety notice board/s for the information of all the employees. A copy of the Safety Committee Meeting minutes shall be forwarded to the Client if the Client cannot attend the meetings.

3.5 Occupational Health and Safety Policy

The Principal Contractor must prepare a health and safety policy which should be signed by the Chief Executive Officer must form a part of the Safety Plan. The policy must outline objectives and set out how they will be achieved and implemented. The health and safety policy should also be displayed at the site office.

3.6 Health and Safety Organogram

An organogram outlining the health and safety management as per appointments under the OHS Act and the Regulations must be provided by the Principal Contractor and be kept in the health and safety file. The Contractor must maintain the health and safety management organogram up-to-date.

3.7 Preliminary Hazard Identification and Risk Assessment

The Principal Contractor must allow for and cause a Site-Specific Hazard Identification and Risk Assessment exercise to be performed by a Competent Person before commencement of construction work based on the projects Baseline Hazard Identification and Risk Assessment. The risks assessed must form part of the Construction Phase Health and Safety Plan to be submitted by the contractor for approval by the Health and Safety Agent. The Risk Assessment must include:

- a) A list of hazards identified for the works;
- b) Health and safety effects from exposure to hazards;
- c) Risk rating and its methodology / matrix;
- d) Control / mitigation measures to identified hazards;
- e) Safe working procedures for the high risk tasks intended to eliminate, reduce and/or control the risks assessed;

The Principal Contractor must ensure that all Sub-Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall allow for and be responsible for ensuring that all persons who could be negatively affected by construction operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (for example "tool box talk" strategy to be implemented).

Should the Health and Safety Agent or other Clients Representative identify alternative hazardous activities performed by the Principal Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed, then the Principal Contractor will be required to perform such an exercise before continuing such work.

The risk assessment must be reviewed where changes are effected to the design and or construction that result in a change to the risk profile and when an incident has occurred.

3.8 Medical Fitness

The Principal Contractor and all Sub-Contractors must ensure that every employee on site has a valid medical **certificate** of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3 of Construction Regulations 2014.

3.9 Health and Safety Training

3.9.1 Induction

The Principal Contractor shall allow for and ensure that all site personnel undergo a site-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. Induction training shall also include training on the risks associated with the works to be executed, safe work procedures and emergency procedures.

All visitors to the site must also be subjected to site-specific induction training highlighting items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site health and safety rules.

3.9.2 Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create a health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks (Weekly)
- Posters
- Notices and Sign

The following notices and signs are, where applicable, compulsory on the construction site as well as the Contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2(5); 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) <i>(10(e) only applicable to Contractor's yards)</i>
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 <i>(Schedule D)</i>
Explosive powered tools	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(b)
Traffic control signs	Department of Transport; Traffic Signs Manual, 2010, Chapter 8

3.9.3 Competency

The Principal Contractor shall ensure that his and other Contractors' employees appointed are competent and that all training required doing the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation changes.

Records of all training must be kept on the health and safety file for auditing purposes.

3.9.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

3.10 General Record Keeping

The Principal Contractor and all Subcontractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Subcontractor opens its own health & safety file, maintains the file and makes it available on request.

3.12 Health & Safety Audits, Monitoring and Reporting

The Client's Health and Safety Agent shall at least once a month during the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a full audit of physical site activities and well as an audit on the administration of health and safety. Copies of the audit reports will be forwarded to the Principal Consultant and the Project Manager and other site stake holders within seven days. It must be kept in the site health and safety file. The Health and Safety Agent may at any time visit the site for an Audit without prior notification to the contractor.

The Principal Contractor must allow for and conduct similar audits on all Sub-Contractors appointed by the Principal Contractor and forward copies of all reports to the Health and Safety Agent within seven working days of completion of the audits and file copies on the site health and safety file.

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C3.6.3 Construction Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 Refuse

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 NOISE

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

PES12 Removal of Protected Plants from Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention and Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to always be on hand at all workstations as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) i.e. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and RAY NKONYENI Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement and Payment

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.


