TENDER DOCUMENT

TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

Project Name	Project Number
MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG BULTFONTEIN.	**SCM/TSW/05/2026-2027**

Contact: Mr. Thabiso Matyesini / Mr. Lebohang Malokase

Tel: (051) 8531111 Fax: (051)8531332 (during office hours)

Name of the Bidder……

Amount (vat inclusive) ……

Address……

……..

……

Contact Number……

E-mail Address……

Closing date: 02 December 2026 at 12H00

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.
- "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
    a. CLIENT, EMPLOYER, TSWELOPELE LOCAL MUNICIPALITY.
    b. BID, TENDER AND VARIATIONS THEREOF
    c. JOINT VENTURE / CONSORTIUM
    d. TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG BULTFONTEIN

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER, INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW.

2. RULES FOR BIDDING

2.1 The municipality is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection,

2.2 Documents submitted by bidders will not be returned. The municipality reserves the right to return late bid submissions unopened,

2.3 The municipality reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the municipality decide not to proceed with the bid,

2.4 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.

2.5 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity, or entities shall be disqualified immediately,

2.6 Bidders may ask for clarification on these bid documents or any part thereof up to close of business one week before the deadline for the submission of the bids,

2.7 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned,

2.8 Should the contract between the municipality and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated,

2.9 Bidders should not scratch out without initialling next to the amended rates or information, affecting the evaluation of the bid,

2.10 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”,

2.11 Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (Invoice/statement from the Lessor), lease agreement alone will not be accepted,

2.12 Bidders will be disqualified if any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters,

2.13 The Accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

2.13.1 Who is in the service of the state, or;

2.13.2 If that person is not a natural person, of which any Director, Manager, Principal Shareholder or Stakeholder, is a person in the service of the state; or;

2.13.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.14 Failure by the bidder to disclose with the bid submission any form of conflict-of-interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification,

2.15 **All functionality and all other returnable will be put through a verification process, and any returnable proven to be a fake document, the bidders document will be rejected o subjected to disqualification**.

2.26 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document,

2.27 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number,

2.28 Fully completed and signed tender documents must be deposited into the tender box located at: 01 Bosman Street, Civic Centre, Bultfontein,9670. The sealed envelope must specify the following:

2.28.1 Bid number

2.28.2 Closing Date and time

2.28.3 The name and address of the tenderer

2.29 The service provider must ensure that all staff working under this contract are adequately trained prior to the commencement of the contract.

2.30. The Municipality has the right to enter into negotiations with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

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T1.1 BID NOTICE AND INVITATION TO BID

SCM/TSW/05/2026-2027: MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG BULTFONTEIN.

Tswelopele Local Municipality hereby invites suitably qualified Bidder for the Municipal Disaster Response Grant for the Construction of a 400 m Paved Road and Stormwater Drainage (Ward 4) in Phahameng Bultfontein. Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked **"SCM/TSW/05/2026-2027: MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG BULTFONTEIN** must be deposited in the tender box located at Tswelopele Local Municipality no later than **02 December 2026 at 12H00**. Offices; No. 1 Bosman Street; Civic Centre, Bultfontein; 9670.

Tender documents will be available from Tswelopele Local Municipality Website www.tswelopele.gov.za and www.etenderportal.gov.za from the **18 November 2026**.

The tenders will be evaluated and adjudicated in line with the approved Supply
Chain Management Policy of Tswelopele Local Municipality using 80/20 preference point system in accordance with the Preferential Procurement Policy Framework Act.
The tenders will also be adjudicated and evaluated using:

1. Returnables.
2. Functionality
3. PPP Calculations = 80
4. Specified Goals = 20 (Race, Gender, Disability and Youth)

Tenderers must be registered with the **CIDB Grading – 4CE or higher** class of construction works. There is no site briefing for the tender.

Tenders which are late or submitted by facsimile or electronically will not be accepted. Prices quoted must be valid for 90 days from closing date of this tender. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof or to disclose reasons for their decision. Tenders will remain valid for 90 (ninety) days.

Enquiries can be directed to Mr LS Malokase and Mr TJ Matyesini at (051) 853 1111 during office hours.

Mr T MASUKELA
ACTING MUNICIPAL MANAGER
TSWELOPELE MUNICIPALITY
1 BOSMAN STREET
BULTFONTEIN
9670

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	SCM/TSW/05/2026-2027	CLOSING DATE:	02 December 2026	CLOSING TIME:	12:00
DESCRIPTION	MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG.				
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*

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 OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ 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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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.

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: ……..

T1.2 BID DATA

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

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Tswelopele Local Municipality 01 Bosman Street Civic Centre Bultfontein 9670
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.7 CLARIFICATION MEETING	*NONE*
F.2.12 ALTERNATIVE TENDER OFFERS	*No alternative bid is to be accepted!*
F.2.13.2 SUBMITTING A TENDER OFFER	The **whole original** bid document, **as issued by the Municipality**, shall be submitted**.** Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING TIME	The closing time for submission of bid offers is: Date: **02 December 2026** Time: **12H00** Telephonic, telegraphic, facsimile or e-mailed bid offers will **not** be accepted.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 10 days to respond to the service offer.
F.1.9 INSPECTIONS, TESTS AND ANALYSIS	Access should be provided to the municipality for the inspection of the tenderer's offices if required.

Clause number	Data
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following **Valid documents** to the tender document: a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the Bidder; b. SARS Pin to be attached – the Municipality will be verifying the tax status of the bidder on evaluation before the award. c. Evidence (municipal account statement) that the municipal rates and taxes or municipal charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted, d. CIDB Grading – 4 CE or higher class of construction work. e. Prospective bidder must comply with any related legislation. f. Submit the above documents (a to d) for each company if bidding as a joint venture g. Joint venture, consortium agreements (if applicable). **Note:** Failure to attach the above documents will lead to automatic disqualification from further evaluation
F.1.11 OPENING OF BID SUBMISSIONS	There will be public opening of bids. The Municipality will publicise the tender opening register on the website: www.tswelopele.gov.za after the closing date.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will **not** be followed.
F.1.12 ARITHMETICAL ERRORS	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line-item total shall be corrected. c) Where there is an error in the total of the prices either because of corrections required by this checking process or in the tenderer's addition of
Clause number	**Data**

	prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the **80/20**-point preference system. - where 80 points will be allocated in respect of price - 20 points will be allocated towards specific goals - Note: All bids will be evaluated firstly on returnable compliance and functionality before the evaluation on 80/20-point system Stage 1: Returnable schedule Stage 2: Functionality Stage 3: Calculation of specified Goals (Race, gender, Youth and Disability).
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions shall not be considered and shall automatically be rejected. Administrative and arithmetic errors will be dealt with as documented in F.2.11 and F.3.9
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Tswelopele Municipality is **one.**
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 *The Municipal shall confirm validity of all functionality documents attached with relevant person indicated, we may require Previous Purchase Orders or previous payments from the reference contact person indicated in the returnable claiming functionality points. It will take 3 attempts for the Municipality to do so if the committee fails to confirm the validity of the returnable from the reference contact person such returnable will not be awarded a point.* 3 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 4 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the regions as specified in the tender document. 5 The bid document shall be submitted as a whole and **not** in parts. 6 **List of returnable documents (PART T2) must be completed in full.**

	(i.e.: A bidder's company profile **will not** be used by the TLM to complete PART T2 on behalf of the bidder) **NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.**

	CLAUSE	(GCC 2025, 4th Edition)	
Special Conditions*		See *Volume 1, Tender Data,*	
Name of the Contractor	1.1.1.9		
Name of Employer	1.1.1.15	**Error! Reference source not found.**	
Name of Employers Agent	1.1.1.16	N/A	
The Pricing Strategy is	1.1.1.26	Re-measurement Contract	
Address of the Client	1.2.1.2	**Error! Reference source not found.** ERROR! REFERENCE SOURCE NOT FOUND. **Error! Reference source not found.**	
		Tel. No.	**Error! Reference source not found.**1
Address of the Engineer	1.2.1.2	N/A	
Address of the Contractor	1.2.1.2		
		Contact	
		Tel. No.	
Commencement of the Contract	5.2.1	14 (Fourteen) days from the appointment date	
The documentation required before commencement of Works execution is:	5.3.1	Health and Safety Plan (Refer to Clause 4.3)	

	5.6.1	Initial Programme of Works (Refer to Clause 5.6.1) *Within 14 Days of Commencement Date* Insurance (Refer to Clause 8.6.1) Cash flow projection Quality assurance plan *Within 14 Days of Commencement Date* Letter from Contractor whether he accepts the appointment. Signing of the Contract Documents
The time to submit the documentation required before commencement of Works execution is:	5.3.2	7 days for Acceptance Letter 14 days for security and insurance documents 21 days for Signing of the Tender document
Time for completion**	5.14	_____
Special non-working days	5.8.1	Sundays and all public holiday as well as yearend breaks
The Penalty for delay	5.13.1	R 5000 PER CALENDER DAY
The latent defects period is:	5.16.3	10 years for Civil Works 5 years for Building Works 3 years for Electrical and Mechanical Works
Amount of Security	6.2.1	**Error! Reference source not found.** of the Contract Value
Time within which Security to be Provided	6.2.2	14 (Fourteen) days from the contract appointment date
Duration of Security*	6.2.3	Until issue of Practical Completion Certificate/Final Certificate
Interim payments	6.10.1	As may be agreed between parties/ as employer's agent request
The Percentage advanced on materials not yet build into the Permanent Works is	6.10.1.5	80 (Eighty) %
Limit of retention money	6.10.3	**Error! Reference source not found.** of contract value
Defects Liability Period	6.10.5	**Error! Reference source not found.**
Rendering of Contractor's final Payment Certificate	6.10.9	Within 14 (fourteen) days after the date of final approval

Minimum amount of Third-Party Insurance	8.6	Contract value
Special Risk Insurance (Political riot insurance) *	8.6.1	Required/~~Not required~~
If required, to be arranged by*	8.6.1	Contractor/~~Client~~
Amount of Special Risk Insurance	8.6.1	Contract Value
Minimum amount of Liability Insurance	8.6.1	R 1,000,000.00 (One Million Rand)
The amount to cover professional fees for repairing damages and loss to be included in the insurance sum	8.6.1.1.3	1 (One) % of the Contract Value
The limit of indemnity Liability for Insurance	8.6.1.3	R 5,000,000.00 per claim, claims unlimited during construction and defects liability period
The number of Adjudication Board Members to be appointed is	10.5.3	3 (three)
Settlement of disputes to be referred to*	10.7.1	Arbitration Law 1965 (Law No 42/1965) as amended
Period of validity of Tender		**Error! Reference source not found.**

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting 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 (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue during the contract term.

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, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract inclusive of applicable projected escalation as provided for in the conditions of contract identified in the contract data and not subject to any further adjustment; payable on a monthly basis.

F.2.10.3 State the rates and prices in South African Rand only.

F.2.10.4 The **municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract**

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

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.

F.2.13.4 Sign the original 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 package marking the package as “ORIGINAL”

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer‘s address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

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

F.2.16 Tender Offer Validity

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

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

F.2.16.3 The tender offer validity will be valid for 90 days.

It would be expected of the successful Service Provider to assume duty upon appointment on the date to be determined by the municipality.

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 notarized joint venture agreements), referencing 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.2.19 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 twenty-eight (28) days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice 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. Change the Employer's or the tenderer's risks and responsibilities under the contract,

c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

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

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

b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.

c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 EVALUATION METHODOLOGY

a. In addition to all items highlighted under Page 2 titled **"Very Important Notice on Disqualifications",** the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

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

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.3.14 **Municipality's right to accept or reject any or all Bids**

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

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:

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

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.

3. List of attachments required for Evaluation Purposes

a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the bidder;
b. SARS Pin must accompany the tender document
c. Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted,
d. CIDB Grading – 4 CE or higher class of construction work
e. Submit the above documents (a to d) for each company if bidding as a joint venture
f. Joint venture, consortium agreements (if applicable).
g. Return all fully completed and duly signed bidding documents (MBD), returnable schedules and Contract Data forms,

MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 M PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG.

3. EVALUATION METHODOLOGY

Stages of Evaluation

- Guidelines for Evaluation using the Points method

a. Score sheets will be prepared and provided to evaluation committee members to evaluate the bids.
b. The score sheet should contain all the criteria for points as well as the values to be applied for evaluation as indicated in the bid documents.
c. Each evaluation Committee member should after thorough evaluation independently award his / her own value to each individual points.
d. Score sheets should be signed by evaluation committee members and if necessary, written motivation may be requested from evaluation committee members where vast discrepancies in the values awarded for each point exist.
e. If the minimum qualifying score for functionality is indicated as points in the bid documents, the points scored for functionality may be calculated as follows:
i. The scores for each point should be added to obtain the total score; and
ii. The following formula should be used for the total score for functionality:

Ps = Points

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 60 Points of the total points (rounded to the nearest decimal point) for functionality (quality of service) in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specified Goals).

	Max Points	Points Distribution	Typical PoE	Bidder score
Bidders Work Experience Provide list of all projects engaged in for the past 5 years	40	**Categories** 40 points – company with 5 – 6 of civil construction projects completed in similar assignments / projects 30 points – company with 3 - 4 or more of civil construction projects completed in similar assignments / projects 10 points – company with 1 - 2 of civil construction projects completed in similar assignments / projects 0 points – company with no relevant project completed.	Provide each project: 1. Appointment Letter or Purchase Order and Reference Letters or signed completion certificate. - The relevant municipal officials will verify the projects to top two bidders by site visits and/or getting confirmation emails from your clients. If you were sub-contracting, a letter from the main contractor and the client (funding the project) must be submitted	
Project Personnel	35	Allocated personnel to this project **Contract's Manager/Site Agent with Diploma/N6 in Road construction or Equivalent (Civil Engineering)** (min). To spend minimum of 70% on site] 15 points: relevant experience of 5years or more 10 points: relevant experience of 2 – 4.9 years 5 points: relevant experience of less than 2 years AND **Site Foreman**: To spend minimum of 90% on site] 10 points: CE project experience of 5 years or more 5 points: CE project experience of 2 – 4.9 years 3 points: CE project experience of less than 2 years AND **Health and Safety Officer**: Relevant qualification and must be registered with SACPCMP 10 points: experience 5 years or more 5 points: experience of 2 – 4.9 years 2 points: experience of less than 2 years	Provide for each: 1. CV/Resume 2. Certified qualifications	
Financial Capacity	15	Credit rating / bank code of A to E (equivalent to tendered amount not older than 3 months from the closing date) Bank rating A = 15 Bank rating B = 10 Bank rating C = 8 Bank rating D = 5 Bank rating E = 3 Bank rating F = 0	Bank rating letter	
Reliability and operational capacity	10	Only a letter of intent (LoI) from the supplier and proof of ownership for vehicles will be accepted. 5 points: Letter of intent for the supply of material 5 points: Proof of ownership for 1x vehicle (Bakkie) OR Letter of intent for leasing 1x vehicle (Bakkie) NB: If the vehicles will be leased, attach letter of Intent to Lease accompanied by an Undertaking by the prospective Lessor with registration certificates.	Signed letter of intent with company letterhead Proof of vehicle registration from the (Only e-NaTIS will serve as a proof of vehicle ownership)	
Total Points	**100**	**Minimum point to attain**	**60 points**	

Initial here: _____

Failure to submit all valid/credible documents will result in the bidder not being further evaluated.

Following functionality criteria will be applied:

Stage 2: Evaluation on Price and specified Goals 80/20

2.1 Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the Specific Goals claimed, and if so, score Bid evaluation points for specific Goals.
- Calculate total Bid evaluation points (Price points plus specified goals points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for Specific goals Points
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific Goals, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.2 Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

2.3 Scoring for Specific Goals

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of

2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100%Black-owned enterprise	8	3	CSD Report and ID Copy
41-50% Black-owned enterprise	6	2	CSD Report and ID Copy
31-40%Black-owned enterprise	4	1	CSD Report and ID Copy
21-30% Black-owned enterprise	2	0	CSD Report and ID Copy
0-20% Black-owned enterprise	1	0	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Women-owned enterprise	4	3	CSD Report and ID Copy
31-50% Women-owned enterprise	3	1	CSD Report and ID Copy
11-30% Women-owned enterprise	2	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	4	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	1	ID Copy, CSD Report and medical certificate
11-30% Disabled-owned enterprise	2	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	0	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	4	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	1	CSD Report and ID Copy
11-30% Youth-owned enterprise	2	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	0	CSD Report and ID Copy



PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

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

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

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

T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT .....

NOTE:

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

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.3: PROPOSED KEY PERSONNEL

FORM 2.1.4: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: AUTHORITY FOR SIGNATORY

FORM 2.1.6: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.7: FINANCIAL REFERENCES

FORM 2.1.8 DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.9 AMENDMENTS & QUALIFICATIONS BY BIDDER

FORM 2.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

]

a) Total Turnover in the previous financial year? R_____

b) Estimated turnover for current financial year? R_____

Physical facilities: Provide information on Company offices/Premises

Description	Address	Area (m^2)

List current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Expected completion date

FORM 2.1.2 PROPOSED KEY PERSONNEL

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

DESIGNATION	INITIALS & SURNAME	HIGHEST QUALIFICATION	EXPERIENCE [NO OF YEARS]
HEADQUARTERS **Partner/director**			
Project Manager (s)			

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

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

Give names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WASIMPLEMENTED	TEL NO, FAX NO, EMAIL	DESCRIPTION OF WORK	CONTRACT VALUE (R)	CONTRACT PERIOD
	_____ _____ _____			
	_____ _____ _____			
	_____ _____ _____			
	_____ _____ _____			
	_____ _____ _____			

FORM 2.1.4 AUTHORITY FOR SIGNATORY

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

FORM 2.1.5 SCHEDULE OF PROPOSED SUB-CONTRACTORS (PLEASE WRITE N/A IF NO SUBCONTRACTOR WILL BE USED)

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of subcontractor	b % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract subcontracted		Total contribution of HDI ownership:		

FORM 2.1.6 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

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

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	( )
Account number	
Type of account, (i.e. cheque account)	

Attach Bank letter with Company Bank Rating

FORM 2.1.7 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION

FORM 2.1.8 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid
Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION

TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 CERTIFICATION

FORM 2.2.4 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

(a) Bid to provide to MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 M PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG.
at all municipal premises/facilities described both in this and the other Schedules to this Contract to which I shall annex my signature;
(b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
(c) Further agree to be bound by those conditions, set out in, “PARTS T1; T2; C1; C2; and C3”, attached hereto, should this bid be accepted;
(d) Confirm that this bid may only be accepted by Tswelopele Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
(e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
(f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between TLM and the undersigned;
(g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.
(h) Acknowledge that the information furnished is true and correct;
(i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of TLM that the claims are correct. If the claims are found to be inflated, TLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by TLM as a result of the award of the contract and/or cancel the contract and claim any damages which TLM may suffer by having to make less favourable arrangements after such cancellation;
(j) Declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

(k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

Signed at_____ on this_____ day of_____20_____

Authorised Signature: _____
Name of Bidding Entity:_____

Date: _____

Sign as witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

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

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

3.1 Are you presently in the service of the state[] **YES / NO _____**

If yes, furnish particulars _____

_____

3.2 Have you been in the service of the state for the past twelve (12) months? **YES /NO**

If yes, furnish particulars _____

_____

3.3 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 _____

If yes, furnish particulars _____

[] SCM 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.

_____

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

If yes, furnish particulars _____

_____

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

If yes, furnish particulars _____

_____

FORM 2.2.3 CERTIFICATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. THAT ANY MISREPRESENTATION OF

INFORMATION MAY LEAD TO IMMEDIATE CANCELLATION OF THE AGREEMENT.

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

_____ _____

Signature Date

_____ _____

Company Name Position

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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 THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

~~a) The applicable preference point system for this tender is the 90/10 preference point system.~~

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

~~c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

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

(a) Price; and

(b) Specific Goals.

1.4 **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**

1.5 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.

1.6 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. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20 **or** **90/10**

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

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—

(a) 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

(b) 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. 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]

4.6. 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 forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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 *audi alteram partem* 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.	Yes ☐	No ☐
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.**	Yes ☐	No ☐
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

MBD 8

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**

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

a) This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

b) 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.

c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

d) 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.

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by: TSWELOPELE LOCAL MUNICIPALITY

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

I certify, on behalf of

_____

(Name of Bidder)

that:

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:

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] 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 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.

Initial here: _____

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

_____ _____

Signature **Date**

_____ _____

Company Name **Position**

TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

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

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
4		
5		

Attach additional pages if more space is required.

Signature of Authorized person: _____ Date:_____

Name of authorized person:_____ Position: _____

TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

C1.2 SCOPE OF WORKS AND PROJECT LOCATION

C1.3 BILL OF QUANTITIES

C1.4 PRICING STRUCTURE

C1.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

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

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured net in accordance with the sites without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the provision of Security services in identified sites,

and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considereded to be covered by the other amounts or rates in the Bill.

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

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

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

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

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

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
Amount	:	The quantity of an item multiplied by the bidder's rate of the (same) item. Should be quoted in ZAR currency only

Sum : An amount bidded for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

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

%	=	per cent	m^2.pass	=	square meter-pass
h	=	hour	m^3	=	cubic meter
ha	=	hectare	m^3.km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kiloliter	MN.m	=	meganewton-meter
km	=	kilometer	MPa	=	megapascal
km-pass	=	kilometer-pass	No	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
l	=	liter	sum	=	lump sum
M	=	metre	t	=	ton (1 000 kg)
Mm	=	millimeter	W/day	=	Workday
m2	=	square meter			

N.B: It must be noted that TSWELOPELE Municipality has the right to either subtract or add other facilities subsequent to an agreement with the winning service providers during the subsistence of the agreement**.**

C1.2 Bill of quantities and summary sheet

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C1.2
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
		GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1		**Environmental Management**				
	C1.2.1.1	Monitoring of compliance with and reporting on the EMP	months	3,00		
	C1.2.1.2	Dedicated environmental officer	months			Rate only
	C1.2.2.6	Preparing and submission of all information and reports specified in the Contract Documentation Safety	months	3,00		
	C1.2.5.1	Health and safety plan	Lump	1,00		
	C1.2.5.2	Implementation of health and safety plan	months	3,00		
C.1.2.6		**Work adjacent to properties**				
	C1.2.6.1	Survey of adjacent properties	No.		R 10 000,00	Rate Only
	C1.2.6.2	Preventing and/or mitigation measures	Prime cost	1,00	R 10 000,00	R 10 000,00
	C1.2.6.3	Handling costs, profit and all other charges in respect of item C1.2.6.2	%		R 10 000,00	R -
C.1.2.7		**Road Safety Audits**				
	C1.2.7.1	Stage 4 work zone traffic management audit	Prime cost	1,00	R 10 000,00	R 10 000,00
	C1.2.7.2	Handling costs, profit and all other charges in respect of item C1.2.7.1	%		R 10 000,00	R -
	C1.2.7.3	Stage 5 Pre-Opening Road Safety Audit	Prime cost	1,00	R 10 000,00	R 10 000,00
	C1.2.7.4	Handling costs, profit and all other charges in respect of item C1.2.7.3	%		R 10 000,00	R -
C.1.2.8		**Dayworks**				
	C1.2.8.1	Personnel				
		(a) Unskilled Labour	hour	4,00		
		(b) Semi-skilled Labour	hour	4,00		
		(c) Skilled Labour	hour	4,00		
		(d) Gang Leader	hour	4,00		
		(e) Foreman	hour	4,00		
		(f) Skilled Artisan	hour	4,00		
	C1.2.8.2	Construction equipment				
		(a) Motor Grader	hour	2,00		
		(b) Vibratory Roller				
		(i) Model Mass 2t with 0,9m	hour	4,00		
		(ii) Model Mass 10t with 2,2m	hour	4,00		
		(c) Pneumatic Roller	hour	4,00		
		(d) Front end loader	hour	4,00		
		(e) Tractor Loader and Backhoe				
		(i) Model Power 55 kW	hour	4,00		
		(ii) Model Power 70 kW	hour	4,00		
BILL No. 2	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD					

ITEM NO		DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD					
		(f) Excavator				
		(i) 20t	hour	4,00		
		(ii) 40t	hour	4,00		
		(g) Compresor	hour	4,00		
		(h) Water Truck (9000 litres)	km	20,00		
	C1.2.8.3	Vehicles				
		(a) Light delivery vehicles	km	20,00		
		(b) Flatbed truck (min 5 ton)	km	20,00		
		(c) Dump truck				
		(i) 6 m³	km	20,00		
		(ii) 10 m³	km	20,00		
		(d) Other vehicles				
		(i) Water Truck (9000 litres)	km	20,00		
	C1.2.8.4	Materials:				
		(a) Procurement of materials	Prov Sum	1,00	R 10 000,00	R 10 000,00
		(b) Handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%		R 10 000,00	R -
C1.2.9		**Disposal of non-usable assets**				
	C1.2.9.2	Disposal of non-usable assets not identified at time of tender	Prov Sum	1,00	R 10 000,00	R 10 000,00
	C1.2.9.3	Handling costs, profit and all other charges in respect of item C1.2.9.2	%		R 10 000,00	R -
B.C1.2.10		**Contractor's obligations in respect of local and other labourers**				
		(a) Remuneration of Community Liason Officer	Prov Sum	1,00	R -	R -
		(b) PSC sitting	Prov Sum	1,00	R -	R -
		(c) Contractor's charge for handling costs and profit in respect of (a) & (b)	%		R -	R -
B.C1.2.11		**Provision of compulsory accredited training**				
		(a) Local labour	Prov Sum	1,00	R 100 000,00	R 100 000,00
		(b) Contractors charge to allow for handling costs and profit in respect of (a)	%		R 100 000,00	R -
B.C1.2.12		**Penalties**				
		(a) Penalty for failure to comply with contractual requirements				
		(i) Failure to maintain valid contract guarantee			-R 5 000,00	
		(ii) Failure to have a project Contracts Manager			-R 20 000,00	
		(iii) Failure to have site Agent on site			-R 10 000,00	
C1.2	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD					

ITEM NO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS BROUGHT DOWN				
	(iv) Failure to have OHS officer onsite			-R 10 000,00	
	(v) Failure to practical completion date			-R 5 000,00	
	(b) Penalty for failure to comply with contractual reporting requirements (to be submitted 2 days before progress meeting)				
	(i) Progress report			-R 1 000,00	
	(ii) OHS report			-R 1 000,00	
	(iii) EPWP report			-R 1 000,00	
	(a) Penalty for failure to attend progress meetings				
	(ii) Contract Manager			-R 20 000,00	
	(ii) Site Agent			-R 10 000,00	
	(c) Penalty for serious violations:				
	(i) Hazardous chemical/oil spill and/or dumping non-approved sites			-R 1 000,00	
	(d) Penalty for less serious violations:				
	(i) Littering on site			-R 1 000,00	
	(ii) Persistent or un-repaired fuel and oil leaks			-R 500,00	
	(ii) Excess dust or excess noise emanating from site			-R 1 000,00	
	(iv) Possession or use of intoxicating			-R 500,00	
C1.2	**TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD**				

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C1.3
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
		CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
		Contractor's general obligations				
	C1.3.1.1	Fixed Obligations	Lump Sum	1,00		
	C1.3.1.2	Value-related obligations	Lump Sum	1,00		
	C1.3.1.3	Time-related obligations	months	3,00		
		Contract sign boards	m^2	4,00		
C1.3	TOTAL SECTION C1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS CARRIED FORWARD					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C1.4
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C1.4		**FACILITIES FOR THE ENGINEER**				
C1.4.1		**Site Accommodation**				
	C1.4.1.1	Offices and conference room	m^2	56,00		
	C1.4.1.6	Car ports	No	4,00		
	C1.4.1.7	Ablution unit	No	4,00		
	C1.4.1.9	Kitchen	No	1,00		
C1.4.3		**Items measured by number**				
	C1.4.3.1	Office swivel chair	No	4,00		
	C1.4.3.2	Office chair	No	12,00		
	C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No	2,00		
	C1.4.3.8	Conference table	No	1,00		
	C1.4.3.13	220/250 volt power outlet plug point	No	2,00		
	C1.4.3.19	Wash-hand basin	No	2,00		
	C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	1,00		
	C1.4.3.24	Air-conditioning unit	No	1,00		
	C1.4.3.25	Heater	No	1,00		
	C1.4.3.26	Concrete specimen curing bath	No	1,00		
	C1.4.3.27	Waste paper basket	No	1,00		
	C1.4.3.28	UPS / Voltage stabiliser	No	1,00		
	C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	1,00		
	C1.4.3.30	A4 colour printer, copier, scanner	No	1,00		
	C1.4.3.31	Rain gauge	No	1,00		
	C1.4.3.32	Minimum/maximum atmospheric temperature gauge	No	1,00		
	C1.4.3.36	Measuring wheel	No	1,00		
	C1.4.3.37	First aid kit	No	1,00		
	C1.4.3.38	Standpipe complete with 30 m of 19 mm dia. Heavy duty hose pipe	No	1,00		
C1.4.4		**Prime Cost Items**				
	C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	Prime cost	1,00	R 10 000,00	R 10 000,00
	C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%		R 10 000,00	R -
	C1.4.4.5	The provision of internet connectivity and WiFi data for the Engineer's site staff	Prime cost	1,00	R 2 000,00	R 2 000,00
	C1.4.4.6	Handling costs and profit in respect of item C1.4.4.5	%		R 2 000,00	R -
	C1.4.4.7	The provision of paper and ink for a combination colour printer/copier/ scanner	Prime cost	1,00	R 5 000,00	R 5 000,00
	C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%		R 5 000,00	R -
BILL No. 2	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD					

CONTRACT NUMBER:	CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)					Section C1.4
ITEM NO	DESCRIPTION		Unit	QUANTITY	RATE	AMOUNT
	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD					
	C1.4.4.9	The provision of complete 220/250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connections, meters etc.	Prime cost	1,00	R 20 000,00	R 20 000,00
	C1.4.4.10	Handling costs and profit in respect of item C1.4.4.9	%		R 20 000,00	
C1.2	TOTAL SECTION C1.2: CONTRACTOR'S GENERAL REQUIREMENTS AND PROVISIONS CARRIED FORWARD					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C1.5
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C1.5		**ACCOMMODATION OF TRAFFIC**				
C1.5.1		**Accommodation of pedestrian and non-motorised traffic**				
	C1.5.1.1	Accommodation of pedestrian and non-motorised traffic	Months	3,00		
C1.5.2		**Acccommodation of traffic**	Months	3,00		
C1.5.3		**Liaison with traffic authorities**	Months	3,00		
C1.5.5		**Maintenance of temporary deviations**				
	C1 5.5.2	Drain cleaning	m	2,00		
	C1.5.5.3	Cleaning out culverts	m^3	2,00		
	C1.5.5.4	Collection of rubbish / litter	km	0,40		
	C1.5.5.11	Other road maintenance work ordered by the Engineer	Prime cost	1,00	R 10 000,00	R 10 000,00
	C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.6.11	%		R 10 000,00	
C1.5.7		**Temporary traffic control facilities**				
	C1.5.7.1	Delineators including mounting bases and ballast:				
		(a) Single sided, reversible left or right (size indicated)	No	10,00		
		(b) Double sided, reversible left or right (size indicated)	No	10,00		
	C1.5.7.2	Traffic cones, minimum height 750 mm	No	10,00		
	C1.5.7.3	Flagmen	man-shift	66,00		
	C1.5.7.4	Traffic controllers	man-shift	66,00		
C1.5.11		**Provision of safety equipment for visitors**				
	C1.5.11.1	Provision of reflective safety vests for visitors	No	10,00		
	C1.3.1.3	Provision of hard hats for visitors	No	10,00		
C1.5.12		**Additional traffic accommodation facilities ordered by the Engineer:**				
	C1.5.12.1	Provision of additional traffic accommodation facilities	Prime cost	1,00	R 10 000,00	R 10 000,00
	C1.5.12.2	Handling cost, profit and all other charges in respect	%		R 10 000,00	
		Speed humps	m^2	4,00		
C1.5	TOTAL SECTION C1.5: ACCOMMODATION OF TRAFFIC CARRIED TO SUMMARY					

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CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C1.6
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C1.6		CLEARING AND GRUBBING				
C1.6.10		**Disposal of hazardous waste material:**				
	C1.6.10.1	Disposal of hazardous waste material at an approved hazardous waste material facility.	Prime cost	1,00	R 5 000,00	R 5 000,00
		Handling cost, profit and all other charges in respect of item C1.6.10.1	%		R 5 000,00	
C1.6	TOTAL SECTION C1.6: CLEARING AND GRUBBING CARRIED FORWARD					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C1.7
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C1.7		**LOADING AND HAULING**				
C1.7.1		**Loading**				
	C1.7.1.1	Loading from stockpile using machines and some labour where necessary	m^3	522,00		
	C1.7.1.2	Loading from heaps or windrows using machines and some labour where necessary	m^3			Rate only
C1.7.2		**Hauling**				
	C1.7.2.1	Hauling material for use in the works and off-loading it on the site of the works				
		(a) Soil, gravel, crushed stone and pavement layer material	m^3/km	522,00		
		(b) Boulders and hard material	m^3/km			Rate only
	C1.7.2.1	Hauling material to spoil and off-loading it at a disignated spoil of stockpile area				
		(a) Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m^3/km	522,00		
		(b) Soil and gravel material	m^3/km	522,00		
		(c) Boulders, hard material and concrete	m^3/km	1,00		
C1.7	TOTAL SECTION C1.7: LOADING AND HAULING CARRIED FORWARD					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C2.1
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C2.1		GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES				
	C2.1.1	**Location, identification, protection and relocation of services**				
	C2.1.1.1	Contractor's obligations	Lump Sum	1,00		
	C2.1.1.2	Permanent services relocation or protection of work by others	Prime cost	1,00	R 5 000,00	R 5 000,00
	C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2 above	%		R 5 000,00	
	C2.1.1.4	Permanent services relocation or protection of work by the contractor	Prov Sum	1,00		
C2.1.2		**Existing services location, detection and verification**				
	C2.1.2.1	Using specialist detection services (ground penetrating radar, radio detection etc.)	Prime cost	1,00	R 10 000,00	R 10 000,00
	C2.1.2.2	Handling costs and profit in respect of item C2.1.2.1 above	%		R 10 000,00	
	C2.1.2.5	Using hand excavation to locate, expose and verify services	m^3	1,00		
C2.1.3		**Obtaining construction or work permits**	Lump Sum	1,00		
C2.1.4		**Provision of guarantees or deposits for services**				
	C2.1.4.1	Providing guarantees and deposits	Prime cost	1,00	R 10 000,00	R 10 000,00
	C2.1.4.2	Handling costs and profit in respect of item C2.1.4.1 above	%		R 10 000,00	
C2.1.5		**Provision of of record drawings and applicable data**	Lump Sum	1,00		
C2.1	TOTAL SECTION C2.1: GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C3.1
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
		DRAINS				
C3.1.1		**Excavations for open drains**				
	C3.1.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
		(a) 0 m to 1,5 m	m^3	78,00		
		(b) Exceeding 1,5 m and up to to 3,0 m	m^3	2,00		
	C3.1.1.4	Extra over sub-item C3.1.1.1 for excavation in hard and / or boulder material, irrespective of depth	m^3	1,00		
	C3.1.1.5	Extra over sub-item C3.1.1.1 for excavation in stabilised existing road layers, irrespective of depth	m^3			Rate only
C3.1.3		**Excavation, clearing and disposal of accumulated Sediment in existing lined drains and drainage systems**				
	C3.1.3.3	Using labour enhanced construction methods:				
		(a) Manholes and inlet and outlet structures	m^3	1,00		
		(b) Culvert barrels	m^3			Rate only
		(c) Concrete or other lined side drains	m^3			Rate only
C3.1.4		**Excavation and disposal of material for subsoil drainage systems**				
	C3.1.4.1	Excavating all material situated within the following depth ranges below the surface				
		(a) 0 m to 1,5 m	m^3	78,00		
		(b) Exceeding 1,5 m and up to to 3,0 m	m^3	2,00		
	C3.1.4.5	Extra over sub-item C3.1.4.1 for excavation in hard and boulder material, irrespective of depth	m^3	1,00		
	C3.1.4.6	Extra over sub-item C3.1.4.1 for excavation through stabilised existing road layers	m^3	2,00		
C3.1.5		**Impermeable backfilling to subsoil drainage systems**				
	C3.1.5.1	Un-stabilised natural gravel obtained from approved sources on the site	m^3	2,00		
	C3.1.5.2	G5 material obtained from commercial sources	m^3	2,00		
	C3.1.5.3	Extra over items C3.1.5.1 and C3.1.5.2 for stabilisation with 4,0 % CEM II (32.5) cement	m^3	1,00		
C3.1.7		Natural permeable material in subsoil drainage systems (approved crushed stone):	m^3	1,00		
	C3.1.7.1	Crushed stone obtained from approved sources on the site (19 mm)				
	C3.1.7.2	Crushed stone obtained from commercial sources				
		(a) (19 mm)	m^3	2,00		
		(b) (13,0 mm)	m^3	2,00		
		(c) (7,0 mm)	m^3	2,00		
C3.1	TOTAL SECTION C3.1: DRAINS CARRIED FORWARD					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C3.1
ITEM NO		**DESCRIPTION**	**Unit**	**QUANTITY**	**RATE**	**AMOUNT**
	TOTAL SECTION C3.1: DRAINS BROUGHT DOWN					
C3.1.8		**Natural permeable material in subsoil drainage systems (approved natural sand):**				
	C3.1.8.1	Natural sand obtained from approved sources (coarse graded sand)	m^3	2,00		
	C3.1.8.1	Natural sand obtained from commercial sources (coarse graded sand)	m^3	2,00		
C3.1.9		**Pipes in subsoil drainage systems**				
	C3.1.9.1	U-PVC pipes and fittings, normal duty, complete with couplings				
		(a) 160 mm dia perforated	m	2,00		
		(b) 160 mm non perforated	m	2,00		
C3.1.10		**Polymer film sheeting or similar approved material, for lining subsoil** drainage				
	C3.1.10.1	0,15 mm thick	m^2	5,00		
	C3.1.10.2	0,25 mm thick	m^2	5,00		
C3.1.11		**Geotextiles (o,5mm thk)**	m^2	5,00		
C3.1.13		**Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:**				
	C3.1.13.1	Outlet structures	No.	2,00		
	C3.1.13.3	Cleaning eyes	No.	2,00		
C3.1.14		**Caps for subsoil drainage pipes**				
	C3.1.14.4	PVC caps	No.	2,00		
C3.1.15		**Repairing or replacing existing drainage systems**				
C3.1.16		**Loading and hauling material in excess of 1,0 km**	m^3	2,00		
C3.1.18		**Backfilling of drains with selected material compacted to 93 % MDD prior to constructioon of concrete lining and/or stone pitching**	m^3	2,00		
C3.1.22		**Test flushing of subsoil drain pipe systems**	No.	1,00		
C3.1.23		**subsoil drain outlet marker**	No.	2,00		
C3.1.24		**Submission of as-built drawings by the contractor**	No.	1,00		
C3.1	**TOTAL SECTION C3.1: DRAINS CARRIED TO SUMMARY**					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C3.2
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C3.2		**CULVERTS**				
	C3.2.1.1	Excavations for open drains				
	C3.2.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
		(a) 0 m to 1,5 m	m^3	78,00		
		(b) Exceeding 1,5 m and up to to 3,0 m	m^3	2,00		
	C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard and / or boulder material, irrespective of depth	m^3	1,00		
	C3.2.1.5	Extra over sub-item C3.2.1.1 for excavation in stabilised existing road layers, irrespective of depth	m^3	2,00		
C3.2.2		**Backfilling**				
	C3.2.2.1	Using the excavated material	m^3	2,00		
	C3.2.2.2	Using the imported selected material				
		(a) From commercial sources (G6)	m^3	2,00		
		(b) From sources on site (G7)	m^3	1,00		
	C3.2.2.3	Extra over sub-item C3.2.2.1 and C3.2.2.2 for soil cement backfilling				
		(a) With wet mixture (CEM I 42.5) of 3 % cement	m^3	8,00		
		(b) With dry mixture (CEM I 42.5) of 3 % cement	m^3	8,00		
		(c) Variation in cement	kg	101,00		
	C3.2.2.4	Extra over sub-item C3.2.2.1 and C3.2.2.2 for screed layers (C25)	m^3	2,00		
C3.2.7		**Cast in-situ concrete and formwork**				
	C3.2.7.3	In walls, excluding formwork but including class U2 surface finish (C30 concrete)	m^3	48,00		
	C3.2.7.5	In inlet and outlet structures including kerbs, chutes and down pipes, skwed ends, catchpits, manholes, thrust blocks and anchor blocks, excluding formwork but including class U2 surface finish (C30 Conrete)	m^3	2,00		
	C3.2.7.6	Formwork of concrete under items C3.2.7.3 to 5 above (U2 surface finish)	m^3	2,00		
C3.2.8		Concrete backfill or encasement for culverts (C25 concrete)	m^3	2,00		
C3.2.10		**Reinforcement**				
	C3.2.10.1	Mild steel bars	ton	2,00		
	C3.2.10.2	High-yield steel bars	ton	2,00		
	C3.2.10.3	Welded steel fabric (ref 193)	kg	2,00		
	C3.2.10.4	Welded steel fabric (ref 395)	kg	2,00		
C3.2.17		**Plaster (20mm thick)**	m^2			Rate only
C3.2.18		**Benching**	m^3	2,00		
C3.2	TOTAL SECTION C3.2: CULVERTS CARRIED FORWARD					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C3.2
ITEM NO		DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
	TOTAL SECTION C3.2: CULVERTS BROUGHT DOWN					R0,00
C3.2.21		**Prefabricated reinforced-concrete skew end units for concrete culverts constructted at a skew angle (600mm diameter on class C bedding)**	No.	5,00		
C3.2.22		**Cutting of concrete pipes (600mm diameter)**	No.	5,00		
C3.2.24		**Compaction of bedding for inlets, outlets, manholes and catchpits:**				
	C3.2.24.1	Preparation and compaction of in-situ bedding material to 90 % of MDD (150mm)	m^2	5,00		
	C3.2.24.2	Extra over sub-item C3.2.24.1 for compaction to 93 % of MDD (150mm)	m^3	20,00		
C3.2	TOTAL SECTION C3.2: CULVERTS CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C3.3
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C3.3		**CONCRETE KERBING AND CHANNELIMG, ASPHALT BERMS, CHUTES, DOWNPIPES,AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS**				
C3.3.2		Concrete kerbing-channeling combination				
	C3.3.2.1	Prefabricated kerbing-channeling with C30 concrete haunching (see Drg. 2614-C-102)				
		(a) Fig 8C	m	400,00		
	C3.3.2.2	Cust in situ kerbing-channeling (C30 concrete class U2 finish see Drg. 2418-C-102)				
		(a) Fig 8C	m	5,00		
		Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing or concrete kerbing and channeling on curves				
	C3.3.3.1	On curves of radii more than or equal to 5,0 m but less than 20 m	m	10,00		
	C3.3.3.2	On curves of radii more than or equal to 1,0 m but less than 5,0 m	m	10,00		
	C3.3.3.3	On curves of radii less than 1,0 m	m	5,00		
		Extra over item C3.3.2 for drop kerbs at pedestrain crossing and driveways	m	2,00		
		Linings for open drains				
	C3.3.8.1	Cast in-situ C30 concrete lining	m^3	72,00		
	C3.3.8.2	Class U2 surface finish to cast in-situ concrete	m^2	580,00		
	C3.3.8.3	Stone pitched lining (200 mm thickness)				
		(a) Grouted stone pitching to approach to culvert inlets and outlets	m^2	1,00		
		(b) Grouted stone pitching on C30 concrete bed to open drains and at culvert inlets and outlets	m^2	1,00		
C3.3.9		**Formwork to cast in-situ concrete lining for open drains (class F2 surface finish)**				
	C3.3.9.1	To sides with formwork on the internal face only	m^2	100,00		
	C3.3.9.2	To sides with formwork on both internal and external faces	m^2	130,00		
	C3.3.9.3	To ends of slab	m^2	30,00		
C3.3.10		**Sealed joints in concrete and stone pitched linings of open drains (see layout drawings of jointed structures)**				
C3.3.12		**Reinforcement**				
	C3.3.12.3	Welded steel fabric	ton (t)	1,90		
C3.3.13		**Polymer film sheeting (250 micron) for concrete-lined drains**	m^2	480,00		
C3.3	TOTAL SECTION C3.3: CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C4.1
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C4.1		**BORROW MATERIALS**				
C4.1.10		**Compacting the floor of the sockpile site**	m^3	220,00		
C4.1.11		**Constructing the platform for the stockpile site**	m^3	150,00		
C4.1.12		**Stockpiling the material**				
	C4.1.12.2	Material directly from the excavation	m^3	50,00		
C4.1.13		**Removing surplus material from the stockpile**				
C4.1.14		**Removing the fill platform and temporary banks at the stockpile sites upon completion**				
	C4.1.14.1	**Fill platform**	m^3	50,00		
	C4.1.14.2	Temporary banks	m^3	50,00		
C4.1	TOTAL SECTION C4.1: BORROW MATERIALS CARRIED TO SUMMARY					

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CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C4.3
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C4.3		**EXISTING ROAD MATERIALS**				
	C4.3.18	**Excavate non-compliant or excess pavement layer material to spoil in sites designated by the Contractor, material consisting of C4.3.18.2** Crushed stone, macadam, gravel and sand material	m^3	444,00		
C4.3	TOTAL SECTION C4.3: EXISTING ROAD MATERIALS CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C4.4
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C4.4		**COMMERCIAL MATERIALS**				
C4.4.2		**Commercial material indentified by the Contractor from commercial, private or other non-commercial suppliers**				
	C4.4.2.1	Pavement layer material				
		(e) Type G5 material	m^3	444,00		
	C4.4.2.3	Drainage blanket layer material	m^3			Rate only
C4.4.3		**Cementitious stabilising agents**				
	C4.4.3.1	Cement	t	25,00		
C4.4.7		**Sampling of material testing by a commercial laboratory for the stabilisation design**				
	C4.4.7.1	Cost of sampling and materail testing	Prime cost	1,00	R 10 000,00	R 10 000,00
	C4.4.7.2	Handling costs and profit in respect of item C4.4.7.1	%		R 10 000,00	
C4.4	TOTAL SECTION C4.4: COMMERCIAL MATERIALS CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C5.1
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C5.1		**ROADBED**				
C5.1.1		**Roadbed construction and compaction**				
	C5.1.1.5	Compaction of in-situ sand material to 95 % MDD	m^3	444,00		
C5.1.2		**Excavate material to spoil sites designated by the Engineer**				
	C5.1.2.1	Excavate material to spoil from roadbed construction, material obtained from:				
		(a) Soft excavation	m^3	444,00		
		(b) Bolder excavation class A	m^3	10,00		
		(c) Bolder excavation class B	m^3	5,00		
		(d) Hard excavation (other than by blasting)	m^3	1,00		
C5.1.4		**Removal of unsuitable material to spoil**				
		In layer thicknesses of 200 mm and less				
		(a) Stable material	m^3	5,00		
		(b) Unstable material	m^3	5,00		
C5.1.5		**In-situ treatment of roadbed in hard material**				
	C5.1.5.1	In-situ treatment by ripping	m^3	444,00		
C5.1.13		**Construction of levelling layer**				
	C5.1.6.1	Over roadbed treatment in hard material compacted to 90 % MDD	m^3	150,00		
C5.1	TOTAL SECTION C5.1: ROADBED CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C5.2
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C5.2		**FILL**				
C5.2.2		**Fill construction**				
	C5.2.2.1	Normal fill material in compacted layer thicknesses of 200 mm and less				
		(a) Compacted to 90 % of MDD	m^3	444,00		
		(b) Compacted to 93 % of MDD	m^3	50,00		
		(c) Roller passes	m^3	50,00		
C5.2.3		**Side-cut to fill compacted to 93 % of MDD in compacted layer thicknesses of 200 mm and less**	m^3	10,00		
C5.2.4		**Correcting rock fills that are deficient in fine material, extra over C5.2.2.4**	m^3	1,00		
C5.2.9		**Removal of oversized material**	m^3	2,00		
C5.2	TOTAL SECTION C5.2: FILL CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C5.3
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C5.3		**ROAD PAVEMENT LAYERS**				
	C5.3.2	**CONSTRUCTION OF PAVEMENT LAYERS**				
	C5.3.2.1	Construction of layers using conventional construction methods: (n) Gravel base layer (chemically stabilised) (150mm) compacted to 97 % of MDD	m^3	444,00		
C5.3	TOTAL SECTION C5.3: ROAD PAVEMENT LAYERS CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C5.4
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C5.4.2		**STABILISATION CHEMICAL STABILISATION**				
	C5.4.2.1	Chemical stabilisation of G5 150mm base layer Cementitious stabilisation agents for pavement layers C5.4.5.1	m^3	444,00		
C5.4.5		**Cementitious stabilisation agents for pavement layers**				
	C5.4.5.1	**Addition of cementitious stabilisation agents for pavement layers**				
		(a) CEM II (A-L) 42,5N	tons	25,00		
C5.4	TOTAL SECTION C5.4: STABILISATION CHEMICAL STABILISATION CARRIED TO SUMMARY					

CONTRACT NUMBER:		CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Section C6.2
				CONTRACT		
ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C6.2		**SEGMENTAL BLOCK PAVING LAYERS**				
C6.2.1		**Segmental block paving**				
	C6.2.1.1	Concrete block paving (Class 25, 80mm Interlocking)	m^2	3000,00		
C6.2.2		**Cast in-situ concrete edge and intermediate beams**	m^3	10,00		
C6.2.3		**Provision and application of approved herbicide ant poison.**				
	C6.2.3.1	Provision of materials	Prime cost	1,00	R 30 000,00	R 30 000,00
	C6.2.3.2	Contractor's charges and profit added to the prime cost sum	%		R 30 000,00	
C6.2.4		**Re sanding of joints in segmental block paving**				
	C6.2.4.1	Concrete block paving (Class 25, 80mm Interlocking)	m^2	3000,00		
C6.2	TOTAL SECTION C6.2: SEGMENTAL BLOCK PAVING LAYERS CARRIEDTO SUMMARY					

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C11.6		**ROAD SIGNS**				
C11.6.1		**Roadsign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class 1 retro-reflective material, where the sign board is constructed from:**				
	C11.6.1.7	Regulatory signs, permanent				
		(a) 600mm diameter (signbord material, background and symbol retro-reflective class indicated)	No	6,00		
		(b) 900mm diameter (signbord material, background and symbol retro-reflective class indicated)	No			Rate only
		(c) 1200mm diameter (signbord material, background and symbol retro-reflective class indicated)	No			Rate only
	C11.6.1.9	Warning signs, permanent				
		(a) 600mm diameter (signbord material, background and symbol retro-reflective class indicated)	No	6,00		
		(b) 900mm diameter (signbord material, background and symbol retro-reflective class indicated)	No			Rate only
		(c) 1200mm diameter (signbord material, background and symbol retro-reflective class indicated)	No			Rate only
C11.6.2		Extra over on item C11.6.1 for using:				
	C11.6.2.1	Background of retro-reflective material:				
		(b) Class III	m^2	1,00		
	C11.6.2.2	Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
		(b) Class III	m^2	1,00		
C11.6.3		**Road sign supports (overhead road sign structures excluded);**				
	C11.6.3.1	Galvanised steel tubing 75mm dia, 2mm thick painted grey	No	6,00		
C11.6	**TOTAL SECTION C11.6: ROAD SIGNS CARRIED FORWARD**					

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C11.7		**ROAD MARKINGS AND ROAD STUDS**				
	C11.7.1	Roadsign marking				
	C11.7.1.1	White lines				
		(a) 150 mm wide (broken)	km	0,40		
		(b) 150 mm wide (unbroken)	km	0,40		
	C11.7.1.2	Yellow lines				
		(a) 150 mm wide (broken)	km			Rate only
		(b) 150 mm wide (unbroken)	km			Rate only
	C11.7.1.3	Red lines				
		(a) 150 mm wide (broken)	km			Rate only
		(b) 150 mm wide (unbroken)	km			Rate only
	C11.7.1.4	White lettering and symbol	m^2	0,50		
	C11.7.1.5	Yellow lettering and symbol	m^2	0,50		
	C11.7.1.6	Red lettering and symbol	m^2	1,00		
		C11.7.1.7 Transverse lines, painted island (yellow) Variation in rate of application:				
	C11.7.5.1	White paint	l	40,00		
	C11.7.5.2	Yellow paint	l	20,00		
	C11.7.5.3	Red paint	l	20,00		
C11.7	TOTAL SECTION C11.7: ROAD MARKINGS AND ROAD STUDS CARRIED TO SUMMARY					

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	Unit	QUANTITY	RATE	AMOUNT
C20.1		**TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP**				
	C20.1.2	Special tests requested by the Engineer				
	C20.1.2.2	Employer's contribution to other special tests				
		(a) Concrete cube tests	Prime cost	1,00	R 15 000,00	R 15 000,00
		(i) Handling costs and profit in respect of item C20.1.2.2(a)	%		R 15 000,00	
		(b) Compaction tests	Prime cost	1,00	R 30 000,00	R 30 000,00
		(i) Handling costs and profit in respect of item C20.1.2.2(b)	%		R 30 000,00	
C20.1	**TOTAL SECTION C20.1: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP CARRIED FORWARD**					

CONTRACT NUMBER:	CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)				Bill SUMMARY AMOUNT
SUMMARY					
SECTION C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
SECTION C1.3	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
SECTION C1.4	FACILITIES FOR THE ENGINEER				
SECTION C1.5	ACCOMMODATION OF TRAFFIC				
SECTION C1.6	CLEARING AND GRUBBING				
SECTION C1.7	LOADING AND HAULING				
SECTION C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES				
SECTION C3.1	DRAINS				
SECTION C3.2	CULVERTS				
SECTION C3.3	CONCRETE KERBING AND CHANNELIMG, ASPHALT BERMS, CHUTES, DOWNPIPES,AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS				
SECTION C4.1	BORROW MATERIALS				
SECTION C4.3	EXISTING ROAD MATERIALS				
SECTION C4.4	COMMERCIAL MATERIALS				
SECTION C5.1	ROADBED				
SECTION C5.2	FILL				
SECTION C5.3	ROAD PAVEMENT LAYERS				
SECTION C5.4	STABILISATION				
SECTION C6.2	SEGMENTAL BLOCK PAVING LAYERS				
SECTION C11.6	ROAD SIGNS				
SECTION C11.7	ROAD MARKINGS AND ROAD STUDS				
SECTION C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
	Sub-total			Cur	
	Contingency				
	Allow ten percent (10%) of the above sub-total for contingencies to be used as directed.	Item	**0%**		
	Sub-total			Cur	
	Value Added Tax				
	Allow fifteneen per cent (15%) of the above sub-total for Value Added Tax	Item	**15%**		
	Carried to form of tender			Cur	

C1.3 Pricing Structure

	CALCULATION OF TOTAL COST		
ITEM	**COST**	**VAT**	**TOTAL COSTS**

Part C2: Scope of Work

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:

Drawings Scope
of Work
Specifications

BID NO: SCM/TSW/05/2026-2027

MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG BULTFONTEIN.

C2.1. Description of the Works

C2.1.1 Employer's Objectives

The project aims to provide a safe, reliable and efficient paved road with effective stormwater drainage. The primary purpose of the intervention is to reduce and mitigate the impact of disasters during flood events within the municipal jurisdiction. It will improve access and traffic flow, reduce travel time and dust, and support residents, businesses and local economic activity.

The project objectives are to:

- Upgrade the existing 400 m internal road with paving suited to the anticipated traffic and local conditions.
- Construct an effective stormwater drainage system that limits ponding and protects the pavement from water damage.
- Provide a stable, durable and serviceable pavement structure with suitable gradients, crossfalls and drainage outlets.
- Construct the required kerbs, channels, drainage structures and other road ancillaries.
- Reduce dust and improve safety through paving, road signs, markings and other measures required by the design.
- Ensure that the completed works comply with applicable design standards, technical specifications and construction requirements.

C2.1.2 Overview of the Works

The works comprise the upgrading of approximately 400 m of gravel road in Phahameng, Ward 4, to interlocking concrete block paving, together with associated stormwater drainage improvements.
The appointed contractor shall undertake the following main activities:

- Site establishment and demobilisation: Establish the contractor's site organisation, camp and construction plant, and remove these on completion of the contract.
- Traffic accommodation: Provide traffic control and accommodation throughout construction, including the erection, removal and reuse of temporary road signs and, where necessary, the construction and maintenance of deviations.
- Earthworks and pavement-layer construction: Undertake the following activities in sequence:
  - Excavate the existing base material to a depth of 200 mm and dispose of the excavated material to waste.
  - Reconstruct the road subbase in situ.
  - Construct a C4 base using imported material in accordance with the project specifications.
- Kerbs, edge beams and paving: Install kerbs and edge beams and construct the interlocking concrete block paving.
- Speed humps: Construct speed humps.

- Stormwater drainage and erosion protection:
  - Construct new concrete-lined drainage, including a V-drain.
  - Install subsurface drainage where required.
  - Undertake associated concrete works.
  - Provide stone pitching to protect drainage outlets, channels and vulnerable areas against erosion.
- Road signage and markings: Install permanent road signs and apply road markings.

C2.1.3 Location of the Works

The project is in Bultfontein/Phahameng, Ward 4, within Tswelopele Local Municipality in the Free State Province. The road upgrade section begins at **28°18'21.72"S 26°08'00.06"E** and ends at **28°18'13.48"S 26°07'48.77"E**.

C2.2. Engineering

C2.2.1 Design Services and Activity Matrix

The following will be the responsibility of the contractor to attend to:

- Check for the location of and protection of existing services
- Preparation of as-built drawings

C2.2.2 Drawings

It will be the contractor's responsibility to produce any Bulk Earthworks drawings and variations to the designand as-built drawings

C2.3. Construction

C2.3.1 Works Specifications

C2.3.1.1 Applicable Specification

The specification for the contract is the COTO Standard Specification for Road and Bridge Works for State Authorities 1998 (Green Book) for Civil Engineering Construction.

C2.3.1.1.1 Applicable Technical Recommendations For Highways (TRH)

- TRH 14 Guidelines for Road Construction Materials
- TRH 20 The Structural Design, Construction and Maintenance of Unpaved Roads

C2.3.1.1.2 Applicable Technical Methods For Highways (TMH)

- TMH 1 Standard Methods for Road Construction Materials
- TMH 5 Sampling Methods for Road Construction Materials
- TMH 6 Special Methods for Testing Roads
- TMH 10 Manual for the Completion of As-Built Materials Data Sheets
- TMH 11 Standard Survey Methods

C2.3.1.2 Particular Specifications

Refer to C2.5.

C2.3.1.3 Certification by Recognised Bodies

Certified by the CIDB

C2.3.2 Plant and Materials

C2.3.2.1 Plant and Materials Supplied by the Employer

None

C2.3.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Employer's Agent. Construction needs to be carried out according to the Construction Drawings.

C2.3.3 Construction Equipment

C2.3.3.1 Requirements for Equipment

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

C2.3.3.2 Equipment Provided by the Employer

None

C2.3.4 Existing Services

C2.3.4.1 Known Services

All known services are shown on the Construction Drawings. The onus still lies with the main contractor to ensure that no services are damaged during the construction phase.

C2.3.4.2 Treatment of Existing Services

It is not envisaged that any of the existing services require temporary or permanent relocation. Special care should be taken working underneath overhead lines.

C2.3.4.3 Use of Detection Equipment for the Location of Underground Services

None

C3.3.4.4 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 thedamaged service.

C2.3.5 Site Establishment

C2.3.5.1 Services and Facilities Provided by the Employer

None

C2.3.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable campsite, approved by the Employer's Agent. The main contractor is also responsible for the rehabilitation of the area to its original state upon completion of the works.

C2.3.5.3 Storage and Laboratory Facilities

No requirements are specified. A commercial laboratory will be utilised.

C2.3.5.4 Other Facilities and Services

No requirements are specified.

C2.3.5.5 Vehicles and Equipment

No requirements are specified.

C2.3.5.6 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.

C2.3.5.7 Notice Boards

The main contractor is allowed to place a Notice board on site. The maximum allowed size of this board shouldbe as per the attached notice board drawing

C2.3.6 Site Usage

The contractors are not 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.

C2.3.7 Permits and Way Leaves

No requirements are specified.

C2.3.8 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 COLTO.

C2.3.9 Survey Control and Setting Out of the Works

The setting of benchmarks is provided by the Employer. It is the contractor's responsibility to ensure that the setting out benchmarks is correct and to use these benchmarks for setting out.

C2.4. Specifications

C3.4.1	Variations and Additions to Standard Specification	89
C3.4.2	Health & Safety Specification	90
C3.4.3	Environmental Management Plan	101
C3.4.4	Drawings List	105

C2.4.1 VARIATIONS & ADDITIONS TO STANDARD SPECIFICATION

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 that does not form part of a clause or a payment item in the standard specifications and which is included hereis also prefixed by B followed by a new number. The new numbers follow the last clause or item number used in the relevant section of the standard specifications.

C2.4.2 HEALTH & SAFETY SPECIFICATION

The Health & Safety Specification has been prepared by the Employer.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR THE PHAHAMENG (BULTFONTEIN): 400 M PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)

1. Interpretations

1.1 Application

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

1.2 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 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.2 Assignment of Contractor's Responsible Persons to SuperviseHealth and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included.

2.3 Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

2.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.5 Occupational Health and Safety Policy & Asbestos

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the contractor.

2.6 Health and Safety Organogram

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

The Contractor shall ensure a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

a) A list of hazards identified as well as potentially hazardous tasks;
b) A documented risk assessment based on the list of hazards and tasks;
c) A set of safe working procedures (method statements) to eliminate, reduce and/or controlthe risks assessed;
d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work proceduresbefore any work commences and thereafter at regular intervals as the risks change and as newrisks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its 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 (tool box talk strategy to be implemented).

2.8 Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.10 Health and Safety Training

2.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. Arecord of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmentalrelated issue.

2.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and carry out. This will haveto be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. ThePrincipal contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work.

2.10.4 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 devises, 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 personin charge.
* Negligently, carelessly or wilfully cause damage to property of others.
* Refuse to give evidence or deliberately make false statements during investigations.

2.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and withthe 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 Sub Contractor opens its own health & safetyfile, maintains the file and makes it available on request.

2.12 Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

* First Aid dressing registers.
* Firefighting equipment
* Portable electrical equipment
* Stacking and storage inspections
* Excavations
* Construction vehicles and mobile plant.
* Health and Safety Representatives checklists

2.13 Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel.
2. Details of emergency services.
3. Actions or steps to be taken in the event of the specific types of emergencies.
4. Information on hazardous material/situations.

Emergency procedure(s) shall include but shall not be limited to fires, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities including first aid boxes adequately stocked at all times. All Sub-Contractors with more than 5 employees shall supply their own first aid box and Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.16 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle eachof these categories. When reporting injuries to the Client, these categories shall be used. ThePrincipal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in theform of a detailed injury report at least monthly.

2.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as Beacon Consulting Engineers of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all employees are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors as they are all employersin their own right.

2.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage including but not limitedto "no unauthorised entry, report to site office, site office, beware of overhead work, hard hat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.20 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this

Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other

relevant legislation that may relate to the activities directly or indirectly .The Principal Contractor when appointing other Contractors as 'Sub-contractors', shall ensure compliance.

2.21 Physical Requirements

2.22 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tenderfor shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
c) Safe work procedures have been communicated to the employees.
d) Excavated material shall be placed as far as possible from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation.
e) The safe work procedures are enforced and maintained by the Contractor's Responsible persons at all times.
f) The requirements as per section 11 of the Construction Regulations are adhered to.
g) Due to the condition off the soil (water) extra precaution must be taken when shoring.

2.23 Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.24 Piling

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor anda SWP shall be submitted to the Client for approval before commencement of this work.

2.25 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.26 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, andenforced.

2.27 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicalson site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aidersmust be made aware of the MSDS and how to treat HCS incidents appropriately

2.27 Plant and Machinery

2.28 Construction Plant

"Construction Plant" includes all types of plant including but not limited to cranes, piling rigs, excavators, construction vehicles and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2014). The Principal Contractor and all relevant Subcontractors shall inspect and keep records of inspections of the construction plantused on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be always provided and maintained in good condition. Proofs of medical test as required by the Construction regulations are available forinspection by the Client.

Vehicles shall not enter site with:

* Defective exhaust systems
* Serious oil or fuel leaks
* Unsafe bodywork or loads
* Non-standard equipment fitted.
* Improperly seated passengers
* Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.29 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant SubContractors shall Provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

2.30 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safefor use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Subcontractors must ensure the same.

2.31 Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork andsupport work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.32 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations andthe Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, considering that:

1. All lifting machinery and tackle have a safe working load clearly indicated
2. Regular inspection and servicing are carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work andin possession of a medical certificate of fitness to be available on site.

2.33 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a registeron site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not beused as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitableslung containers or hoisted up to the working position.

2.34 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.35 Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools follow relevant legislation. The principal contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make employees are aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out, and compliance is always enforced and
5. PPE and clothing are provided and maintained.
6. A register indicating the issue and return of all explosives round.
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used.

(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.36 High Voltage Electrical Equipment

No high voltage electrical equipment is present on under or above the construction area.

2.37 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as wellas the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up and that shall not be in the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.38 Night Work

The Principal Contractor and other Subcontractors shall not:

1. Transport persons together with goods or tools unless there is a

appropriate area or section to store them;

2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.
3. Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.39 Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.
All access points are to be provided with adequate temporary construction signage in accordance with the Road Traffic Signs to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.40 <u>Occupational Health</u>

2.41 Occupational Hygiene

Exposure of employees to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in placeto prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.42 Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 employees), showers (1 for every 15 employees), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for employees to store personal belongings and personal protective equipment. Employees should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eatingareas.

2.43 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcoholor other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Subcontractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)
PROJECT: PHAHAMENG (BULTFONTEIN): 400 M PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)

The Principal Contractor and Subcontractors must submit proof of compliance with AnnexureA with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Construction work	Complete Schedule 1 (Regulations 4 of the construction regulation)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than20 employees on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS PROJECT: PHAHAMENG (BULTFONTEIN): 400 M PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	**OHSA Reference**	**Requirement**
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & safety Matters.
Incident Investigator	GAR 9(2)	A competent person to investigate incidents / accidents on site and could be: • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.

Initial here: _____

OTHER REQUIREMENTS
PROJECT: PHAHAMENG (BULTFONTEIN): 400 M PAVED ROAD AND STORMWATER DRAINAGE (WARD 4)

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Notification of construction works	Before commencement of work	Acknowledgement of notification from DoL	
Induction training	Every employee before he/she starts work.	Attendance registers	
Awareness Training(Toolbox Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: • Incidents / accidents and investigations • Non-conformances by employees & contractors • Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as emergency telephone numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before employees are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: • Scaffolding • Excavations • Formwork & support work • Explosive tools	
General Inspections	Monthly	• Firefighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

C2.4.3 CONSTRUCTION ENVIRONMENTAL PLAN WORKS

SPECIFICATIONS

PART C: Environmental Management PlanPES1

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 preventinformal 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 dischargedto 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 andnot 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, considering 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 communicatedto 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.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

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 tostaff 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 be on hand at all workstations at all times 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) ie. 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 employeesto 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 later. 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 TSWELOPELE LOCAL 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 withthe Environmental Specification.

C2.4.4 DRAWINGS LIST

1. Bound into this Document

Drawing Number	Description

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Employer's Agent,or copies may be purchased by arrangement with the Employer's Agent. No claims for misunderstanding reduced drawings will be considered.

PART C3 AGREEMENT AND CONTRACT DATA [WHITE]

C3.1 FORM OF OFFER AND ACCEPTANCE

C3.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.1 FORM OF OFFER AND ACCEPTANCE [THIS SECTION MUST BE COMPLETED AFTER APPOINTMENT]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: MUNICIPAL DISASTER RESPONSE GRANT FOR CONSTRUCTION OF 400 m PAVED ROAD AND STORMWATER DRAINAGE (WARD 4) IN PHAHAMENG BULTFONTEIN.

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS FOR DURATION OF THE CONTRACT.

_____

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

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

Company Name_____

Name of Witness _____

Signature _____

Date: _____

4. ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Scope of Work

Part C3 Agreements and Contract Data, (which includes this Agreement)

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

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

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s)_____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject_____

Details

_____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the

documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C3.2 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

On this the _____ day of _____20_____

Between **TSWELOPELELOCAL MUNICIPALITY** (hereinafter called "the

Employer") herein represented by _____

In his/her capacity as_____

And

_____

(Hereinafter called "the Mandatory") of the other part, herein represented by

_____

In his/her capacity as _____

WHEREAS the Employer is desirous that certain works be undertaken as per this contract:

_____

and has accepted a Bid by the Mandatory for the provision of such services and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer’s representative requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued

(b) the date of termination of the Contract

3 The Mandatory declares himself/herself to be conversant with the following:

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

(i) Section 8 : General duties of employers to their employees;
(ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
(iii) Section 37 : Acts or omissions by employees or mandataries, and
(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

3 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

4 The Mandatory warrants that all his/her and his/her subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

5 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
   (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
   (b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
   (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
6 In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on

_____ 20_____,

Mr/Ms
_____ whose signature

Appears below, has been duly authorised to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

_____

SIGNED ON BEHALF OF THE COMPANY:_____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS SIGNATURE _____

NAME _____
(IN CAPITALS)

N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR EASE OF IDENTIFICATION

….THE END…..