

FETAKGOMO TUBATSE LOCAL MUNICIPALITY

SUPPLY CHAIN MANAGEMENT



BID NO : FTM/T15/22/23

BID DESCRIPTION : PANEL OF 20 CONTRACTORS FOR ROUTINE ROADS AND STORMWATER AND RELATED WORKS MAINTENANCE UNDER FTLM SMALL CONTRACTOR DEVELOPMENT PROGRAMME (EPWP LABOUR INTENSIVE): CIDB GRADING 1-5 CE FOR A PERIOD OF THREE YEARS .

BIDDER NAME :

CSD NO :

CIDB NO. :

CIDB CLASSES AND SPECIFY GRADE (Tick appropriate)

CE EP Specialist works

CLOSING DATE : 17 March 2023 @ 12H00

1 Kastania Street

Tel: +27 13 231 1000



Budget and Treasury
Office

PO Box 206
Burgersfort 1150

Fax: +27 13 231 7467
Email: nelekwadu@ftlm.gov.za

BID DESCRIPTION: Panel of 20 Contractors For Repairs And Maintenance of Roads And Stormwater And Related Works Under FTLM Small Contractor Development Programme (EPWP Labour Intensive); CIDB Grading 1-5CE For A Period Of 36 Months.

BID NO: **FTLM/T15/22/23**

Bids are requested from interested CIDB Grade 1-5 CE service providers to be listed in Fetakgomo Tubatse Local Municipality's pool of 20 contractors for repairs and maintenance under municipal Small Contractor Development using EPWP Labour Intensive Programme for a period of 3 years. Bid documents will be obtainable from February 2023 at the main office of Fetakgomo Tubatse Local Municipality at 1 Kastania Street Burgersfort, the municipal website or e-tender portal.

Interested bidder must submit proof of the following documentation to avoid disqualification: CIDB grading, CSD report (Printed between advert date and closing date), Certified copies of ID copies of all directors, Statement of municipal rates and taxes for both company and director (Not in arrears for more than 3 months)/letter from traditional authority (Not older than 3 months)(NB: where the business operates in a leased property, please attach a lease agreement and municipal rates and taxes of the lessor), Certified COIDA certificate, Certified CK/company registration issued by CIPC; Tax Compliance Status Pin (The municipality will verify the tax compliance status); certified copy or original Valid B-BBEE certificate.

Completed Bid document with attachments/supporting documents should be deposited in the Bid box of Fetakgomo Tubatse Local Municipality at head office, 1 Kastania Street, Burgersfort 1150 or at the regional office, Stand No 1 Mashung, Ga-Nkoana 0740 with the contact detail of the bidder not later than closing date/time: 17 March 2023 @ 12h00.

Bidders should take note of following conditions:

- Bid will be evaluated/adjudicated in term of Fetakgomo Tubatse Local Municipality's SCM policy; Preferential Procurement regulation 2022; MFMA: SCM regulations & other Applicable legislations
- Fetakgomo Tubatse Local Municipality does not bind itself to accept the lowest or any bid; reserves right to appoint/cancel or accept whole or part of a bid or to negotiate further condition in term MFMA: SCM regulation 24, The valid period of the submitted bids is 90 days counting from opening/closing date,
- Bidders shall complete & sign all Forms of Bid document and initial each page; Agree/Accept General Conditions of Contracts, Special Conditions; Term of references, Specifications and any attachments which deemed to be condition of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will results into bid rejection/disqualification.

Any enquire to be directed to SCM: NE Lekwadu @ 013 231 1000

No late / telephonic / faxed / e-mailed bids will be accepted.

Evaluation of all bids received on time at closing date will be evaluated in the following two phases.

A) Phase 1: Administrative Compliance,

B) Phase 2: Evaluation of Functionality.

NB: All bidders are required to comply with the requirements of administrative evaluation for them to proceed to the next phase of functionality.

Bidders who scored more than 70% on functionality will be ranked according to their functionality points scored from the highest to the lowest and;

Awarding for this bid shall be on highest points as per the ranking on functionality and the highest fifteen (20) bidders will be appointed on the panel.

Bidders required per grade

1. 1 CE = 2
2. 2 CE = 3
3. 3 CE = 4
4. 4 CE = 5
5. 5 CE = 6

Total 20 bidders

The bidders who score less than 70% on functionality will be disqualified.

Compliant tax status (the Municipality will verify tax compliance during evaluation and adjudication stage).

List of compulsory returnable documents

- Valid COIDA certificate – Municipality will verify the validity on the COIDA
- Submission of proof of registration with CIDB (CIDB grading of 1 CE to 5CE)
- Joint Venture Agreement signed by both parties stipulating the percentage of shareholding agreement supported by separate Central Suppliers Database summary report and consolidated B-BBEE or sworn affidavit.
- The lead partner on the JV must have 51% or more shareholding in the company
- The bidder must submit company registration document.
- The bidders must submit both manual and electronic tender document in the form of CD or USB for consideration.
- Latest submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months (90 days) for the company & directors.
 - a) If staying in a non-rate-able area, please attach letter from the Tribal Authority/ Chief or Headman
 - b) If the business is operated from the residence of the director, please attach the Director's rates supported by an affidavit stating the address of the business premises.
 - c) If you are renting, attach valid signed lease agreement
 - d) Non-tribal area will make a sworn affidavit from commissioner of oath stating that they are not paying rates and taxes.

- Bid forms must be completed in full and each page of the bid initialled.
- All pages of general condition of contract (GCC) must be initialled.
- Certified ID Copies (Not older than 6 months) of all directors/members/shareholders of company/business.

Please note that all certified documents must not be older than 6 months. Special requirements

- Originally certified copies of B-BBEE Level Contribution Certificate (from SANAS accredited agencies) or original sworn affidavit (for EME's or QSE).

1. FUNCTIONALITY CRITERIA

Bidders who scored more than 70% on functionality will be ranked according to their functionality points scored from the highest to the lowest and;

<u>CIDB Grading 2-5CE</u>				✓
Company work Experience in Roads and Stormwater Construction/ maintenance or related (Attach copy of appointment letter and completion certificate with contactable reference)	Company work Experience		20	
	Attach 3 appointment and completion certificates for roads and stormwater or Civil works Maintenance related projects	20		
	Attach 2 appointment and completion certificates for roads and stormwater or Civil works Maintenance related projects	15		
	Attach 1 appointment and completion certificates for roads and stormwater or Civil works Maintenance related projects	10		
	<i>(No points will be awarded if appointment letter is attached without completion certificate and vice versa.)</i>			
<u>CIDB Grading 1 CE</u>	Company work Experience		20	
	Attach 2 appointment/ Purchase order and completion certificates or reference letter for roads and stormwater or Civil works Maintenance related projects.	20		
	Attach 1 appointment/ Purchase order and completion certificates or reference letter for roads and stormwater or Civil works Maintenance related projects.	10		
Key personnel No. Years' experience of (Project / contract Manager; & Safety Officer) Attach CV, Certified ID, Qualifications and a police affidavit of the person whose qualification and CV are used.	<u>Contract Management CIDB Grading 2-5CE</u>		30	
	Project Manager NQF Level 7 qualification in Engineering or Project Management or Built Environment with at least 7 years' experience	5		
	Site Agent / Construction Manager at NQF level 5 "Manage Labour-Enhanced Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.	10		
	Site Agent / Construction Manager at NQF level 5 "Manage Labour-Enhanced Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7	10		
	Health and Safety Officer with at least a certificate in safety management (SAMTRAC) with at least 5 years' experience	5		
Key personnel No. Years' experience of (Project / contract Manager; & Safety Officer) Attach CV, Certified ID, Qualifications and a police affidavit of the person whose qualification and CV are used.	<u>Contract Management CIDB Grading 1CE</u>		30	
	Project manager NQF level 6 qualification in engineering or project management or built environment with at 3 to 5 years' experience. (10 points)			
	Site agent/Construction manager at level 5 "manager labour enhanced construction processes or equivalent quality council for trades and occupants (QCTO) qualifications at level 5. (10 points) Health and safety officer with at least certificate in safety management (SAMTRAC) with at least 5 years' experience. (10 points)			

Project Administrative Experience	Project Administration		25	
	Quality control Procedure in Road Construction and Roads and Stormwater related work	5		
	Programme of Works in Road Construction and roads and stormwater related work	5		
	Cashflow projection	5		
	A letter on Bidder's letterhead declaring that the bidder will ensure maximum compliance to: (a) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and (b) Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012. And that failure to comply by the Bidder shall result in Penalty or Termination of Contract by the Employer. (The above documents can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/)).	10		
Bidders must submit proof of ownership of Plant. Bidder who leases plant must submit valid proof of lease agreement and letter to intent in case of hiring with certificates generated from the system of e-natis. NB: No attachments of the mentioned above documents will results in zero score	1 TLB	5	25	
	1 Grader	5		
	1 Water Tanker	5		
	1 Tipper truck	5		
	1 Smooth roller	5		
TOTAL SCORE	Functionality criteria Formula: Bid All bidder with less than 70 points will be disqualify from further evaluation		100	

KEY PERSONNEL – LABOUR ENHANCED ACTIVITIES

Contractors shall employ in labour-enhanced works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the “Guidelines for the implementation of labour-enhanced infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

- Foremen / Supervisors at NQF level 4 “National Certificate: Supervision of Civil Engineering Construction Processes”;
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Enhanced Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

Tenderers’ attention is drawn to the required minimum supervisor to worker ratio for this project stated in clause F2.3 of Part F of the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LEC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page below.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

Attach additional pages if more space is required

1. SIGNATURE:
 (Of person authorised to sign on behalf of the Tenderer)

DATE:

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Refer to G1.

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR ENHANCED ACTIVITIES

Refer to G2.

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LEC projects.

Definition of CIDB Classes of Construction Works

Civil Engineering (CE)

Construction Works primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure. Basic work: Water, sewerage, roads, railways, harbours and transport, urban development and municipal services.

Electrical Engineering Works – Building (EB)

Construction Works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation. Basic work: All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction.

Electrical Engineering Works – Infrastructure (EP)

Construction Works that are primarily concerned with development, extension, installation, removal, renovation, and alteration or dismantling of engineering infrastructure: relating to the generation, transmission and distribution of electricity; or which cannot be classified as EB. Basic work: Electrical power generation, transmission, control and distribution equipment and systems.

General Building Works (GB)

Construction Works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works. Building and ancillary works other than those categorized as: Civil engineering works; Electrical engineering works; Mechanical engineering works; Specialist works.

Mechanical Engineering Works (ME)

Construction Works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling Machine systems including those relating to the environment of building interiors; Gas transmission and distribution systems; Pipelines; Materials handling, lifting machinery, heating, ventilation and cooling, pumps; Continuous process systems, chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works, necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes

Specialist Works

SB The extension, installation, repair, maintenance or renewal, or removal of asphalt.

SJ The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures.

SC The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support.

SK The installation, renewal, removal, alteration or dismantling, as relevant, of road markings and signage.

SD The development, extension, installation, repair, renewal, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic).

SL The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding.

SE Demolition of buildings and engineering infrastructure and blasting.

SM Timber buildings and structures.

SF The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation).

SN The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.

SG The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts.

SO The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).

SH The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works.

SQ The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals.

SI The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery.

Note: For the Electrical Engineering (EB) class of construction works the applicant must submit an originally certified and signed electrical contractor's certificate issued in the name of the enterprise, by the Department of Labour, *A complete set of financial statements is required for grading designation 3 to 9 accompanied by SARS VAT 201 forms with a corresponding VAT Statement of Account OR stamped business bank statements for the period in question for verification of turnover as stated on the financial statements

Important notes when submitting Track record

Letter of Award: An award letter must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and the contract amount. The award letter must be signed and dated by an official from the client.

Certificate of Completion: The Certificate of Completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and the contract amount. The Letter of Completion must be signed and dated by an official from the client.

Subcontracting work must be accompanied by a sub-contract agreement.

Joint Venture work must be accompanied by the Joint Venture agreement.

Please note that track record equating to substantial **Supply of Materials, Provision of Labour and Plant Hire** will not be accepted as Track Record for cidb registration.

Potentially Emerging Enterprises

A registered, potentially emerging contractor may be awarded a contract at one level higher than the enterprise's registered contractor grading designation, if the client or employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and Ensures that financial, management or other support is provided - in the context of a targeted development programme– to enable the contractor to successfully execute that contract.

Joint Ventures

- A joint venture is a grouping of two or more contractors who jointly undertake to perform a construction works contract.
- Any enterprise that tenders or enters into a contract for construction works with the public sector, must be registered. Once-off joint ventures do not have to register. Each partner of the joint venture must be separately registered and the lead partner must have a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration. The contractor grading designation for a once-off joint venture is assessed by the client, based on:
 - the sum of the best annual turnover of all the members of the joint venture;
 - the sum of the available capital of all the members of the joint venture; and
 - the cidb has developed a calculator to enable assessment of joint ventures.

INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1.1 FINANCIAL CAPACITY (All information must be completed and signed)

1.2 The below schedule should be completed by your banker or by the financial institution where your company's bank account is held

Main Bank account to be utilised on this bid details of Bidder

Account Holder: _____

Bank: _____

Branch: _____

Account Type: _____

Account Number: _____

Branch Code: _____ Bank Rating _____

Addition Financial Accounts:

Name of Financial Institution	Type of Account	Account Number	Bank Rating

1.3 EXPERIENCE (Attach Appointment Letter)

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact	Contract Number	Contract Value	Contract Period

1.4 KEY PERSONNEL EXPERIENCE

1.5 NB: Key person list for this project may not be change during implementation of the project

Name & Initial	ID No:	Position in your company	Qualifications	Number of years

3. PROPERTY; PLANT & EQUIPMENT

List of required PPE for this project indicate whether owned by your company or leased

Description	Registration/ serial no	Owned	Leased

If your company does not have any equipment on its possession at present, please furnish us with an undertaking from your financier that your company will be provided with the necessary finance to acquire the PPE required or alternatively your financier should provide us with an undertaking

1.6 SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

Type of work to be used for	A % of contract	Name of sub-contractor	B % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership:		

Bidder Signature: _____

1. BIDDING INFORMATION

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

AUTHORITY FOR SIGNATORY

Signatories for close corporation / companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of director(s) passed on ___/___/20___ Mr/Ms _____

_____ Has been duly authorized to sign all documents in connection with the bid for

Contract _____ Bid No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

_____ Date: ___/___/___
In his capacity as: _____ Signature of signatory

As witness:

1. NAME _____ Date ___/___/___

Signature

2. NAME _____ Date ___/___/___

Signature

2. GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT: FETAKGOMO TUBATSE LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT JULY 2015

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- ☐ The General Conditions of Contract will form part of all bid documents and may not be amended.
 - ☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Acceptable bid” means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
 - 1.2 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
 - 1.3 “Black enterprise” means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
 - 1.4 “Black empowered enterprise” means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
 - 1.5 “Black people” includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
 - 1.6 “Black woman-owned enterprise” means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
 - 1.7 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.8 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
 - 1.9 “Community or broad-based enterprise” means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.12 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 “Co-operative or collective enterprise” is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 “Day” means calendar day.
- 1.19 “Delivery” means delivery in compliance with the conditions of the contract or order.
- 1.20 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.21 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 “GCC” means the General Conditions of Contract.

- 1.28 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 “Historically Disadvantaged Individual (HDI)” means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 Who is a female; and/or
- 1.29.3 Who has a disability?
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 “Parliament” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 “Person” includes reference to a juristic person.
- 1.38 “Project site” where applicable, means the place indicated in bidding documents.
- 1.39 “Purchaser” means the organization purchasing the goods.
- 1.40 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 “Republic” or “RSA” means the Republic of South Africa.
- 1.42 “RFP” means Request for Bids.
- 1.43 “RFT” means Request for Tender.

- 1.44 "RFQ" means Request for Quotation.
- 1.45 "SCC" means the Special Conditions of Contract.
- 1.46 "Secretary" means the Secretary to Parliament.
- 1.47 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.48 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 "Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 "Sub-contracting" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid can be accessed electronically from www.mopani.gov.za
4. Standards
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights
 - 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security
 - 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque
 - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses
 - 8.1 All pre-bidding testing will be for the account of the bidder.
 - 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
 - 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
 - 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
 - 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
 - 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance
- 11.1 The goods supplied under the contract shall be fully insured by the bidder in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does Not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to

commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).
33. Transfer of contracts
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GENERAL PROCEDURES

1. General Directives
 - 1.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
 - 1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
 - 1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
 - 1.4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
 - 1.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
 - 1.5 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
 - 1.6. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.
2. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:
 - 2.1 Compilation of bidding documentation
 - (a) Take into account –
 - The general conditions of contract;
 - Any Treasury guidelines on bid documentation; and
 - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
 - Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
 - Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
 - Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included) or contract period exceed twelve months:
 - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
 - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
 - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
 - Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

2.3 issuing / Payment of bid documents

The non - refundable fee of R350 (Fetakgomo Tubatse Local Municipality reserve the right to increase non – refundable fee anytime) to be paid at Revenue offices before issuing bid document if started on bid Advert. SCM to ensure that only bona fide bidders collect documentation up on producing valid receipt, ensure that the information of bidder & receipt are recorded, and ensure recover on printing costs. NB: Bid documents will only be issued after payment of the above mention non Refundable amounts payable to Revenue office

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included) or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:
 - * Bid number & Description of the requirements
 - * Payable Non – Refundable fee where applicable to be paid before issuing bid documents
 - * The place where the bid documents can be obtained / submitted / open
 - * The date, time and venue where site inspection/briefing session will be (if applicable);
 - * Closing date and time;
 - * The name and telephone numbers of the contact person for any enquiries.
 - * Name of Municipal manager or Acting Accounting Officer

2.5 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

2.6 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at 12H00 on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by an explanation.

(b) Opening of bids

Bids are opened in public as soon as possible after the closure by at least two Municipal Officials in the presence of the Deputy Manager Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the persons opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

2.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date. FTLM reserve right to extend the valid period up to 180 days (6 months)

2.8 Consideration of bids

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
- The decision by the Municipality regarding the awarding of a contract must be final and binding

2.9 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

- a) Compliance with bid conditions
- b) Bid submitted on time
- c) Bid forms completely filled, signed and each page initialled
- d) All essential information provided
- e) Certified ID copies of directors attached
- g) Original or certified copy of B-BBEE Certificate
- h) CSD will be generated by the municipality
- I) Submission of a Valid Tax Clearance Certificate, MBD 2
- J) Submission of Company Registration Certificate
- K) Submission of a Joint Venture Agreement, which has been properly signed by all parties
- L) Payment of Municipal Fees/statement
- M) Meeting technical specifications and comply with bid conditions;
- O) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.
- P) Not listed on National treasury list of restricted suppliers/register & active on CSD

2.10 Evaluation of bids on functionality where applicable and then price in term of PPPFA regulation 2022

- (i) All bids where functionality is applicable will be evaluated first on functionality, only bidders' score required minimum points will qualify for second stage for further evaluation in term of started point scoring system on MBD 1 advert/invitation to bid
- (ii) Fetakgomo Tubatse Local Municipality shall in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality; price & B-BBEE.
- (ii) The total points allowed for price may, In respect of bids with an estimated Rand value above R50, 000,000.00, no exceed 90 points and less than R50 000 000.00 shall not exceed 80 points

- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment Objectives must be calculated separately and must be added to points of price.
- (iv) Only bid with the highest number of points be selected/recommended for award.

2.11 Acceptance of bids

Successful bidders must be notified at least by registered post/fax/e-mail of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form in term of MFMA section 116. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

2.12 Cancellation and re-invitation of bids

- (i) FTLM reserve the right to withdraw advertise bid at any time due to non-compliances
- (ii) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 ,000,000.00, the bid invitation must be cancelled.
- (iii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50,000,000.00, the bid must be cancelled.
- (iv) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (ii) and (iii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
Due to changed circumstances, there is no longer a need for the goods, works or services offered, or Funds are no longer available to cover the total envisaged expenditure, or No acceptable bids were received

2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website; Notice board. Successful bidder shall be issued with appointment letter/official order where acceptance letter will be request from such bidder then service provider shall be required to enter in service level agreement (SLA) in of MFMA section 116 with FTLM

2.13 Invoices and Payment

Up on completion of project / delivering goods or rendering services service provider shall submit detailed Tax Invoice to SCM office, such invoice will be stamp with dated official stamp and Fetakgomo Tubatse Local Municipality to settle such Tax Invoice in 30 days counting from date of receive/stamp, FTLM may notify the bidder wherever unable to settle Tax invoice within prescribe timeframe. Fetakgomo Tubatse Local Municipality does not bind itself to pay cession agreement or milestone of projects/services (No upfront/advice payment obligation) however bidder (s) are advice to contact government agencies such as LEDA; SEDA; LimDev; DBSA... or Financial institution for assistance on running cost of the project/goods/services.

3. GENERAL SPECIFICATION FOR CIVIL, MECHANICAL AND ELECTRICAL CONTRACTORS.

3.1 BACKGROUND INFORMATION

Fetakgomo Tubatse Local Municipality (FTLM) is NOT a licensed Water Services Authority (WSA) and Water Service Provider (WSP). Due to this, the municipality is only responsible for Roads and Infrastructure network, electricity network development and maintenance of various municipal facilities.

3.2 QUERIES AND CONTRACTUAL DEVIATIONS

3.2.1 All services under this contract must be done in accordance with applicable legislation and/or recognised policies, standards and procedures.

3.2.2 All queries as well as the authority for any deviations from these technical specifications shall be directed to **Senior Manager: Technical Services** or his authorised representative, **Tel. (013) 231 1000**.

3.2.3 Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorised representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

3.3 LABOUR

Work shall be carried out in a professional manner, by experienced and suitably qualified workforce. **Relevant provisions of the following labour legislation shall be applicable to this contract:**

- a. The Labour Relations Act;
- b. The Basic Conditions of Employment Act;
- c. The Employment Equity Act;
- d. The Occupational Health and Safety Act and Regulations;
- e. Unemployment Insurance Act;
- f. The Compensation for Occupational Injuries and Diseases Act.
- g. Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.
- h. EPWP regulations

3.4 SAFETY

3.4.1 Safety is a pre-requisite to carrying out work at the Fetakgomo Tubatse Local Municipality (FTLM). Applicable safety legislation, standards and procedures are to be strictly adhered to at all times.

3.4.2 The contractor will be required to sign a memorandum of agreement with FTLM regarding the legislative provisions related to the Occupational Health and Safety Act and Regulations and related acts.

3.4.3 The successful contractors will be required to submit safety files to the Electrical Engineering Services Department before being considered for any appointments.

3.5 QUALITY CONTROL AND INSPECTIONS

3.5.1 The FTLM reserves the right to inspect all contracts from inception to completion, whilst at the same time taking any necessary action to maintain the standards of the Municipality.

3.5.2 The FTLM reserves the right to terminate any contract in the event of non-conformance to applicable legislation, policies, standards and procedures.

3.6 CAPABILITIES AND COMMITMENTS

3.6.1 Contractors are required to give satisfactory documentary evidence that they have relevant sufficient experience and resources in the execution of proposed disciplines.

3.6.2 A detailed list of contactable references shall be provided with the proposal. The list shall clearly indicate the value and nature of work performed and the role/s of the contractor in the listed projects.

3.6.3 The capabilities and commitments shall include current work and work performed within the last five (5) years.

3.6.4 The municipality reserves the right to consult with the employers and/or clients for whom the contractor has previously worked.

3.7 PAYMENT INVOICES AND REPORTS

- 3.7.1 Work progress reports as approved by the Council representative must accompany all invoices to the municipality.
- 3.7.2 Invoices, claims and reports for work already performed (carried out) shall be submitted within reasonable time before the end of the month to enable the municipality's representative to verify the claim and effect payment at the end of the month.
- 3.7.3 The final contract sum for the completed contract shall be subject to the terms and conditions in the letter of appointment or notice to proceed. Where applicable, the contract amount shall be calculated from the actual measured work done priced against the unit rates as agreed in the letter of appointment and/or as negotiated before execution.
- 3.7.4 No upfront or advance payment claims for work not yet done will be entertained.
- 3.7.5 The FTLM reserves the right to withhold payment for work not done to requirements and/or specifications.
- 3.7.6 The final payment schedule, including retention and/or guarantee (where applicable), shall be negotiated with the appointed contractor.

3.8 CONTRACT PROGRAM

- 3.8.1 The contracting services on this contract shall be supplied on a contractual basis for a period not exceeding three (3) financial years or as decided by the Accounting Officer, from dates stipulated in the Service Level Agreement.
- 3.8.2 The municipality's usage of the contracting services shall only be provided on as-needed basis so that if the demand is not there, then the services will not be requested.

3.9 COST CONTROL

- 3.9.1 Certain contracting services require billing rates for on-call services. The municipality shall determine all billing rates where applicable.
- 3.9.2 **The municipality reserves the right to negotiate billing rates or cost for any contracting service/s that is being allocated to a contractor.**
- 3.9.3 Selected contractors for a specific project or task may be required to submit quotations for competitive pricing.

SECTION A

3.10 TECHNICAL SPECIFICATION CIVIL CONTRACTORS

The bulk of works to be performed is under maintenance of mainly existing road facilities within the municipality which experience continuous degradation, erosion, and aging of facilities.

3.10.1 NATURE AND SIZE OF WORK

For this particular contract, the following listed work has been identified in terms of this Particular Specification, Part G, as suitable for execution by Targeted Enterprise subcontractors in order to assist the Contractor in achieving the Contract Participation Goal:

- (i) Accommodation of traffic.
- (ii) Clearing and grubbing.
- (iii) Construction and clearing of drains.
- (iv) Installation of prefabricated culverts including inlet and outlet structures.
- (v) Concrete channelling and concrete linings for open drains.
- (vi) Pitching, stonework and protection against erosion.

- (vii) Construction of gabions.
- (viii) Erection of guardrails.
- (ix) Erection of road signs.
- (x) Landscaping.
- (xi) Finishing the road and road reserve.
- (xii) Other work identified by the Employer to be executed in the community area.

The work to be carried out by Targeted Enterprise subcontractors is not limited to the work listed above, and the Contractor may need to engage Targeted Enterprises and Labour on other aspects of the Works in order to achieve the Contract Participation Goal.

3.10.2 COMMUNICATION AND LIAISON

- 3.10.2.1 A representative from the Municipality will be appointed to supply any necessary information on each required contracted services.
- 3.10.2.2 The Council representative will act as the liaison between the Municipality and the successful bidder and he/she will also undertake the necessary inspection and perform any measurements of work done to verify payment claim by the contractor.
- 3.10.2.3 The Contractor must only proceed with any contracting service upon receipt of the Municipality's **"Notice of Proceed" in form of Appointment letter or written formal order and contractor will be required to enter into Service Level Agreement (formal contract) in term of section 116 of MFMA.**
- 3.10.2.4 The Contractor is also required to maintain efficient communication between himself and all parties concerned.
- 3.10.2.5 The Contractor's key personnel and director/s should be available to the Fetakgomo Tubatse Local Municipality within reasonable short notice if requested to do so.

4. TRIBAL AUTHORITY /MUNICIPAL ACCOUNT DECLARATION FORM

Proof that municipal rates and taxes are not in arrears

Company Property / Account (Attach recent municipal statement/lease agreement)			
Tribal Authority /Municipal Name / description /address	Account Number	Property Owner / ID/ Account Type	Declaration Amount/ signature
Name:		Account	Amount
address		ID No:	signature
Account Type			

We

Members/director's Accounts (Attach recent municipal statement/tribal authority letter)

Name:		Account	Amount
address		ID No:	signature
Account Type			
Name:		Account	Amount
address		ID No:	signature
Account Type			
Name:		Account	Amount
address		ID No:	signature
Account Type			
Name:		Account	Amount
address		ID No:	signature
Account Type			
Account Type			

_____ (Bidder name) declare that above account(s) are not in arrears & undertakes to settle all municipal account/ account tribal authority, authorise FTLM to verify all municipal account / tribal authority account of a company; members/director (excluded are of employer/association member) and understand that if account(s) is in arrears shall decline our bid at any SCM process stage; we acknowledge that information furnish above is accrete/correct and if not may render our bid invalid (duly sign by above members/director on signature column

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet

THE BIDDER'S TAX OBLIGATIONS

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

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

* MSCM 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.

3.8.1 If so, furnish particulars.

.....

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

3.9.1 If so, furnish particulars

.....

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

3.10.1 If so, furnish particulars.

.....

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

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

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

(a) Price; and Specific Goals

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINT S
PRICE	80
B-BBEE And 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.

2. DEFINITIONS

“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;

- (a) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “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
- (d) “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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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

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

$$P_S = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Points allocation for specific goals and BB-BEE

Points to be allocated for specific goals to promote economic development”

1. The following conditions will stipulate the specific goals as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Policy Framework Act, be attained.
2. A maximum of 20 points (80/20) preference points system will be allocated for specific goals. These goals are as follow”
 - a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - b) Locality - The promotion of enterprise located in the local area;
 - c) Youth – empowerment of youth or
 - d) BB-BEE

3. On paragraph 2(a) above 50% of the (20/10) points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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.)

BBBEE- status level of contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	5
5	2	4
6	2	2
7	2	1
8	2	1
Non-Contributor	0	0

4. A tender must submit proof of its BBBEE status level contributor

A tender failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but

a) may only score point out of 90 and 80 for price and;

b) scores) points out of 10 for B-BBEE status level of contributor, which is in line with section 2(1)(d)(i) of the Act, where the supplier or service provider did not provide proof thereof.

On paragraph 2 above 50% of the (20/10) points will be allocated to promote specific goal.

Points will be allocated as follows:

Local area of supplier	Means of verification	Number of Points for Preference (50%)	
		80/20	90/10
Within the boundaries of Fetakgomo-Tubatse Local Municipality	Address on the company registration document (CK)	10	5
Within the boundaries of Sekhukhune District Municipality		6	3
Within the boundaries of Limpopo Province		4	2

Historical disadvantaged individuals which include women and the disabled (HDI);	Means of verification	Number of Points for Preference (50%)	
		80/20	90/10
HDI	Women – Director’s ID copy for gender verification Disabled – Medical report indicating disabilities.	10	5

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Youth Supplier	Means of verification	Number of Points for Preference (50%)	
Youth Suppliers	Director’s ID copy for age verification	80/20	90/10
		10	5

Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender

A tender failing to submit proof of required evidence to claim preference for other specified goals, which is in line section 2 (1) (d) (i) of the Act.

may only score in terms of the 80/90-point formula for price and; scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.

The preference points scored by a tender must be added to the points scored for price

The points scored must be rounded off to the nearest two decimal places

The contract must be awarded to the tender scoring the highest points

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (Maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted/JVYES / NO

8.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted/JV?.....%?

(ii) The name of the sub-contractor/JV?

(iii) The B-BBEE status level of the sub-contractor/JV?

(iv) Whether the sub-contractor is an EME/SME? YES / NO

9 DECLARATION WITH REGARD TO COMPANY/FIRM

CONTRACT NO. FTM/T15/22/23

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) Disqualify the person from the bidding process;

(b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / Bids specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/Bids;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE
 AND CORRECT. 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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid number:

Bid Description:

In response to the invitation for the bid made by **Mopani District Municipality**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PARTICULAR SPECIFICATIONS

PART F: EXPANDED PUBLIC WORKS PROGRAMME

F1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and the NYS programme.

Furthermore, in order to avoid duplication of training facilities, the provision of training facilities for all structured training, including for the structured training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

F2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F2.1 Labour enhanced construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour enhanced technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labor enhanced construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labor-Enhanced Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Contractors shall note that they shall employ in labour-enhanced works only the following supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- (a) Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- (b) Site Agent / Construction Manager at NQF level 5 "Manage Labour-Enhanced Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with

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labour-enhanced construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F4 of this Part F.

F2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- (c) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- (d) Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

F2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-enhanced works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the affected ward councilor and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-enhanced works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the Ward Councillor and the EPWP Coordinator, selection of the local labour shall be made in terms of the Municipal procedures which will be championed by the ward cllrs and Epwp coordination team. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most-needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

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- (a) 60% women;
- (b) 55% youth who are between the ages of 18 and 35; and
- (c) 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-enhanced works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

F2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

F2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be the gazetted rate:

- (i) per task (for task-rated workers); or
- (ii) per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

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The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

F2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

F2.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - (i) Protective overalls (two sets), green in colour, with EPWP branding;
 - (ii) Lime green reflective safety vest with EPWP branding;

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- (iii) Protective footwear; and
 - (iv) Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:
- (i) Protective headwear, green in colour, with EPWP branding;
 - (ii) Protective eyewear such as spectacles and goggles;
 - (iii) Protective face shields;
 - (iv) Protective earplugs and earmuffs;
 - (v) Respiratory masks;
 - (vi) Disposable safety apparel;
 - (vii) Kidney belts;
 - (viii) Safety harnesses; and
 - (ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- (i) where the employee requests the issue of additional PPE in excess of what is prescribed;
- (ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or
- (iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

F2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made in pay item provided in chapter 1.3 of the bill of quantities for this purpose.

F2.10 Payment matters relating to the EPWP work

F2.10.1 General

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

F2.10.2 Payment for labour-enhanced components of the work

Payment will be made for items which are designated for labour-enhanced construction in the bill of quantities only in those instances where such items are constructed using labour-enhanced methods.

Any unauthorised use of construction equipment to carry out work which was scheduled to be carried out using labour-enhanced methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-enhanced construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-enhanced methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-enhanced methods.

F2.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the

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Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

F3. NATIONAL YOUTH SERVICE (NYS)

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

F3.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

F3.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause F2.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

F3.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

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F3.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

F3.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

F3.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (e) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause F2.5 above.

F3.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

A compulsory 10-day life skills training must be provided before commencement of classroom training on NYS. This type of training must be provided by a NYDA accredited service provider as per the National Youth Service Framework from the National Department of Public Works.

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The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause F5 below).

F3.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F3.9 Apparel and tools for NYS workers

The content of clause F2.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and

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- (e) separate payment items have been provided in Part F of the bill of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

F3.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F2.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. Provision for the costs related to the provision, erection and subsequent removal of the contract signboard in the pay item provided in chapter 1.3 of the bill of quantities for this purpose.

F3.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause F4.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause F4.2 below.

F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this Part F of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

F4.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

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In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

F4.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. These records shall be kept by the Contractor for a period of three years after contract completion should they be required for audit purposes.

The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis. Refer to pro forma attendance register attached at the end of this Part F of section 3.3.
- (b) Summary of monthly attendance.

F4.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

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- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

F4.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- (a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (b) Certified ID copies of all local labour employed as EPWP participants;
- (c) Attendance registers for the EPWP participants;
- (d) Proof of payment of EPWP participants; and
- (e) Information as required in terms of the EPWP Data Collection Tool template.

F5. PROVISION OF STRUCTURED TRAINING

F5.1 Scope of structured training

In order to avoid duplication of training facilities, the training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be provided utilising the training facility measured and paid for in accordance with the requirements of this Part F: Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

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- (a) The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- (b) The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

F5.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

F5.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

F5.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date.

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

F5.4.1 Generic skills training

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

F5.4.2 Entrepreneurial skills training

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

F5.4.3 Construction skills training

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqqa.org.za):

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CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

F5.4.4 Training programme

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent (or the approval of the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable), and the Contractor shall, if so instructed by the Employer's Agent or the PMT, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue, complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

F5.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

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The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- (i) name of the Contractor;
- (ii) name of the project / contract;
- (iii) name of the employee;
- (iv) nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- (v) nature and extent of training provided to the EPWP participant; and
- (vi) dates of service.

F5.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with Chapter 1.4 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part E or Part F of the Particular Specifications.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

- | | | |
|---|---|-------------------|
| (a) Lecture room (interior area) | = | 48 m ² |
| (b) Ablutions (male) | = | 6 m ² |
| (c) Ablutions (female) | = | 6 m ² |
| (d) Chairs for learners (individual chairs, with backs) | = | 25 off |

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(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

BILL OF QUANTITIES

PART G: SMALL CONTRACTOR DEVELOPMENT

SCHEDULE A: ROADWORKS					CHAPTER C1.2
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					GENERAL REQUIREMENTS AND PAYMENT
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT				
C1.2.2	Programming and Reporting				
C1.2.2.1	Submission of Programme of Works	Lump Sum	1,00		
C1.2.2.5	Reviewing and updating a Programme of Works	month	1,00		
C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	1,00		
C1.2.2.7	Preparation for Recruitment of EPWP Labours, Medical Surveillance, EPWP Work suites, Contracts and Beneficiary data list	Lump. Sum	1,00		
C1.2.2.8	Methodology for execution of Scope of works including Quality Control, Cashflow, Risk register, etc	Lump Sum	1,00		
C1.2.2.9	Provision of a Community Liaison Officer (CLO)	Month	1,00	R 5 000	R 5 000.00
C1.2	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS					Dayworks
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD				
C1.2.8	Dayworks				
C1.2.8.1	Personnel				
(a)	Unskilled labourer	hour	8		
(b)	Semi-skilled labourer	hour	8		
(c)	Skilled labourer	hour	8		
(d)	Gang leader	hour	8		
(e)	Foreman	hour	8		
(f)	Skilled Artisan	hour	8		
C1.2.8.2	Construction Equipment (specify size and/or model number)				
(a)	Motor grader	hour	24		
(b)	Vibratory roller	hour	24		
(c)	Pneumatic roller	hour	24		
(d)	Front end loader backhoe	hour	24		
(e)	Excavator	hour	24		
(f)	Compressor	hour	24		
C1.2.8.3	Vehicles (specify size)				
(a)	Light delivery vehicle	km	100		
(b)	Flatbed truck	km	100		
(c)	Dump Truck	km	100		
C1.2	TOTAL CARRIED FORWARD TO SUMMARY (Page C51)				

SCHEDULE A: ROADWORKS					CHAPTER C1.3
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.3	OSHA COMPLIANCE				
C1.3.1	The Contractor's compliance with safety requirements for				
C1.3.1.1	Safety signage on site	Lump Sum	1		
C1.3.1.3	Transportation of Local Labours to and from work site.	Lump Sum	1		
C1.3.2	Provision of drinking water in 20L bottles on site daily	Lump Sum	1		
C1.3.3	Provision of Mobile toilets for Male and Female on site and sanitation packs for hygienic purposes.	Lump Sum	1		
C1.3	TOTAL CARRIED FORWARD TO SUMMARY (Page C51)				

SCHEDULE A: ROADWORKS					CHAPTER C1.5
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					ACCOMMODATION OF TRAFFIC
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.2	Accommodation of vehicular traffic	Month	1,00		
C1.5.7	Temporary traffic control facilities				
C1.5.7.1	Delineators including mounting bases and ballast:				
(a)	Single sided, reversible left or right (1000mm x 250mm)	No	1,00		
(b)	Double sided, reversible left or right (1000 mm x 250mm)	No	1,00		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	1,00		
C1.5.7.3	Flagmen	man-shift	1,00		
C1.5.7.4	Traffic controllers	man-shift	1,00		
C1.5.7.7	Traffic calming devices:				
(b)	Rumble strips as per SD0314/A	m	1,00		
(c)	Speed Control Humps as per SD0314/A	m	1,00		
C1.5.7.8	Traffic control stations	month	1,00		
P.S.C 1.5.13	(a) Blading by road grader of: > 6m				
	(i) Machine trimming: Normal Blading - 3%	km	1,00		

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	(ii) Machine trimming: Dry Road Blading using Watercart - chamber 3%	km	1,00		
	(b) Blading by road grader of: < 6m				
	(i) Machine trimming: Normal Blading - Without using Watercart - 3%	km	1,00		
	(ii) Machine trimming: Dry Road Blading using Watercart- chamber 3%	km	1,00		
C1.5	TOTAL CARRIED FORWARD TO SUMMARY.				

SCHEDULE A: ROADWORKS					CHAPTER C1.6
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					Clearing and Grubbing
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.6	CLEARING AND GRUBBING				
C1.6.2	Grubbing				
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	1,00		
P.S.C 1.6.11	Removal and grubbing of trees and tree stumps: (c) Cutting of smaller trees. (i) Felling and Removal of trees : 200mm to 400mm (ii) Felling and Removal of trees : 401mm to 600mm (iii) Felling and Removal of trees : 601mm to 800mm (v) Chemical treatment of tree stumps with chemical	No No No No	1,00 1,00 1,00 1,00		
C1.6	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C1.7
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.7	LOADING AND HAULING				
C1.7.1	Loading				
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m ³	1,00		
C1.7.1.2	Loading from heaps or windrows using machines and/some hand labour where necessary	m ³	1,00		
C1.7.1.3	Loading by hand only from stockpile or heaps when labour enhancement work is specified or is not possible to use machines	m ³	1,00		
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	1,00		
(b)	Boulders and hard material	m ³ - km	1,00		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil or stockpile are:				
(a)	Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m ³ - km	1,00		
(b)	Soil and gravel material	m ³ - km	1,00		
(c)	Boulders, hard material and concrete	m ³ - km	1,00		
C1.7	TOTAL CARRIED FORWARD TO SUMMARY.				

SCHEDULE A: ROADWORKS					CHAPTER C3.1 Drains
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C3.1	DRAINS				
C3.1.2	Clearing, shaping and disposal of accumulated sediment in existing unlined open drains				
C3.1.2.1	Using conventional methods	m ³	1,00		
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	1,00		
(c)	Concrete or other lined side drains	m ³	1,00		
C3.1.15	Repairing or replacing existing drainage systems	Prov sum	1,00		
C3.1.22	Test flushing of subsoil drain pipe systems	No	1,00		
P.S.C 3.1.25	Reshape and cut side and mitre drains	m	1,00		
C3.1	TOTAL CARRIED FORWARD TO SUMMARY (Page C51)				

SCHEDULE A: ROADWORKS					CHAPTER C3.2 Culverts
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.2	CULVERTS				
C3.2.1	Excavation for culvert structures:				
C3.2.1.1	Excavating in all material situated within the following depth ranges below the surface level:				
(a)	0m to 1.5m	m ³	1,00		
(b)	Exceeding 1.5m and up to 3.0m	m ³	1,00		
C3.2.1.2	Excavating soft material 0 m to 1,5 m below the surface level using labour enhanced construction methods, or instructed by hand under Clause A3.2.7.2d):	m ³	1,00		
C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard or boulder material, irrespective of depth	m ³	1,00		
C3.2.2	Backfilling:				
C3.2.2.1	Using the excavated material	m ³	Rate only		
C3.2.2.2	Using imported selected material:				
(a)	From commercial sources (G6)	m ³	Rate only		
C3.2.3	Concrete pipe culverts:				
C3.2.3.3	On Class C bedding Class 100D				
	2) 600 mm Diameter	m	1,00		
	3) 900 mm Diameter	m	1,00		

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C3.2.3.5	Provision of skew ends of pipe culvert (Class 100D)				
	2) 600 mm Diameter	No	1,00		
	3) 900 mm Diameter	No	1,00		
C3.2.7	Cast in situ concrete and formwork:				
	In inlet and outlet structures including kerbs, chutes and downpipes, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surfacing finish (30MPa)		1,00		
C3.2.7.5		m ³			
C3.2.7.6	Formwork of concrete under items C3.2.7.3 to 5 above (F1 finish)	m ²	1,00		
C3.2.10	Reinforcement:				
C3.2.10.3	Welded steel fabric (Ref 193)	kg	1,00		
C3.2.13	Removing and re-laying existing culverts:				
C3.2.13.1	Removing and stacking existing culverts for re-use (600mm concrete pipes)	m	1,00		
C3.2.16	Brickwork (Engineering bricks):				
C3.2.16.2	230 mm thick	m ²	1,00		
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 Deep)	m ³	1,00		
C3.2	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C3.3
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS				
C3.3.1	Concrete kerbing:				
C3.3.1.1	Prefabricated kerbing				
(a)	SABS 927 figure 7, as shown on drawing no. SD 0309/B	m	1,00		
(b)	SABS 927 figure 8, as shown on drawing no. SD 0309/B	m	1,00		
C3.3.2	Concrete kerbing-channeling combination:				
C3.3.2.1	Prefabricated kerbing-channeling				
(a)	Precast kerb (Fig. 6) and 1000m wide channel 7 as per SD0701/A	m	1,00		
(b)	Precast kerb (Fig. 6) and 500m wide channel 7 as per SD0701/A	m	1,00		
C3.3.3	Extra over items C3.3.1 and C3.3.2 for 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	1,00		
C3.3.3.2	On curves with radii more than or equal to 1,0 m but less than 5,0 m	m	1,00		
C3.3	TOTAL CARRIED FORWARD TO SUMMARY (Page C51)				

SCHEDULE A: ROADWORKS					CHAPTER C4.1
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					Borrow Materials
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C4.1	BORROW MATERIALS				
C4.1.4	Removing of the overburden				
C4.1.4.1	In borrow pits	m ³	1,00		
C4.1.5	Excavating of materials in the borrow pits and quarries, material obtained from				
C4.1.5.1	Soft excavation	m ³	1,00		
C4.1.5.2	Boulder excavation class A	m ³	1,00		
C4.1.5.4	Hard excavation (other than by blasting)	m ³	1,00		
C4.1.15.1	Shaping and finishing the borrow pit and quarry areas, and the stockpile sites:				
(a)	Borrow pits	ha	1,00		
C4.1	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C4.4 Commercial Materials
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C4.4	COMMERCIAL MATERIALS				
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers				
C4.4.2.1	Pavement layer material:				
(q)	Natural or crushed gravel material for the wearing course of an unsealed road	m ³	1,00		
C4.4	TOTAL CARRIED FORWARD TO SUMMARY				
C5.1	ROADBED				
C5.1.1	Roadbed construction and compaction				
C5.1.1.2	Compaction of in-situ material to 93% of MDD	m ³	1,00		
C5.1	TOTAL CARRIED FORWARD TO SUMMARY				
C5.3	ROAD PAVEMENT LAYERS				
C5.3.2	Construction of pavement layers				
C5.3.2.1	Construction of layers using conventional construction methods:				
(g)	Gravel wearing course layer (150mm) compacted to 95% of MDD	m ³	1,00		
C5.3	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROADWORKS					
					CHAPTER C6.1
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					Paver Laid Concrete Layers
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C6.1	PAVER LAID CONCRETE LAYERS				
C6.1.1	Construction of trial section (Complete: including texturing and curing)				
C6.1.1.2	Labour enhanced construction (200mm thick)	m ²	1,00		
C6.1.2	Construction of jointed concrete pavement (JCP) (Excluding texturing and curing)				
C6.1.2.1	JCP without dowels:				
(b)	Labour enhanced construction (200mm thick)	m ²	1,00		
C6.1.2.2	JCP with dowels:				
(b)	Labour enhanced construction (200mm thick)	m ²	1,00		
C6.1.2.3	Additional concrete placed to thicken up the slab at joints as specified in the Contract Documentation	m ³	1,00		
C6.1.4	Texturing and curing the concrete pavement				
C6.1.4.1	Burlap-dragged and grooved texture:				
(b)	Labour enhanced construction	m ²	1,00		
C6.1.4.2	Burlap-dragged and broom finish only	m ²	1,00		
C6.1.4.3	Curing:				
(b)	Labour enhanced construction	m ²	1,00		
C6.1.5	Variation in the rate of application of the curing compound	ℓ	1,00		
C6.1.6	Joints				
C6.1.6.1	Expansion joints complete (excluding dowels)	m	1,00		
C6.1	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS					CHAPTER C6.1
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
C6.1.6.2	Longitudinal hinge joints:				
(a)	Sealed hinge joints (indicate type and reference to drawings)	m	1,00		
C6.1.6.3	Sealed transverse contraction joints sawn in two separate operations (widths as shown on the drawings)	m	1,00		
C6.1.7	Steel reinforcement in concrete pavements				
C6.1.7.1	Mild steel bars	t	1,00		
C6.1.7.2	High tensile steel bars	t	1,00		
C6.1.7.3	Welded steel fabric	kg	1,00		
C6.1.8	Drilling of testing of cores				
C6.1.8.1	100 mm cores drilled from pavement for testing of compressive strength	No	1,00		
C6.1	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C8.5
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C8.5	STANDARD CRACK SEALING				
C8.5.1.1	Cleaning cracks				
(a)	Cleaning cracks with cold compressed air	m	1,00		
C8.5.1.3	Priming (invert bitumen emulsion)	ℓ	1,00		
C8.5.1.4	Sealing the cracks				
(a)	Sealing using (Class C-E1 modified binder crack sealant)	ℓ	1,00		
C8.5	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C8.8
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C8.8	PATCHING AND EDGE BREAK REPAIR				
C8.8.1	Saw cutting pavement layers for patching				
C8.8.1.1	Asphalt or bituminous surfacing to an average depth				
(a)	Not exceeding 50 mm	m	1,00		
(b)	Exceeding 50 mm but not exceeding 100mm	m	1,00		
(c)	Exceeding 100 mm	m	1,00		
C8.8.1.2	Cemented pavement layers to an average depth				
(a)	Not exceeding 100 mm	m	1,00		
(b)	Exceeding 100 mm but not exceeding 200 mm	m	1,00		
(c)	Exceeding 200 mm	m	1,00		
C8.8.1.3	Granular layers to an average depth				
(a)	Not exceeding 100 mm	m	1,00		
(b)	Not exceeding 200 mm	m	1,00		
(c)	Exceeding 200 mm	m	1,00		
C8.8.2	Excavation in existing pavements for patching (non-milling)				
C8.8.2.1	Asphalt layers				
(a)	Not exceeding 10 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(b)	Exceeding 10 m ² but not exceeding 50 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(c)	Exceeding 50 m ² up to 100 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(d)	Exceeding 100 m ²	m ³	1,00		
C8.8.2.2	Cemented layers				

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(a)	Not exceeding 10 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(b)	Exceeding 10 m ² but not exceeding 50 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(c)	Exceeding 50 m ² up to 100 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(d)	Exceeding 100 m ²	m ³	1,00		
C8.8.2.3	Other layers (Granular)				
(a)	Not exceeding 10 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(b)	Exceeding 10 m ² but not exceeding 50 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
C8.8 TOTAL CARRIED FORWARD					

SCHEDULE A: ROADWORKS					CHAPTER C8.8
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
(c)	Exceeding 50 m ² up to 100 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(d)	Exceeding 100 m ²	m ³	1,00		
C8.8.3	Compacting the floor of excavations for patching (98% MOD AASHTO)	m ²	1,00		
C8.8.4	Backfilling of excavations for patching with:				
C8.8.4.1	Chemically stabilised pavement materials (G2 Stabilised with 2% Cement compacted to 98% MOD AASHTO) for a patch with a surface area:				
(a)	Not exceeding 10 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(b)	Exceeding 10 m ² but not exceeding 50 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(c)	Exceeding 50 m ² up to 100 m ² , including for edge repairs wider than 250 mm	m ³	1,00		
(d)	Exceeding 100 m ²	m ³	1,00		
C8.8.4.3	Asphalt for a patch with a surface area (Continuously graded medium asphalt with a 50/70 Pen Grade binder with a maximum aggregate size of 14mm and compacted to a density of 97% RICE):				
(a)	Not exceeding 10 m ² , including for edge repairs wider than 250 mm	t	1,00		
(b)	Exceeding 10 m ² but not exceeding 50 m ² , including for edge repairs wider than 250 mm	t	1,00		
(c)	Exceeding 50 m ² up to 100 m ² , including for edge repairs wider than 250 mm	t	1,00		
(d)	Exceeding 100 m ²	t	1,00		

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C8.8.4.4	Granular base material (G2 compacted to 85% Bulk Relative Density) for a patch with a surface area:				
(a)	Not exceeding 10 m ² , including for edge repairs wider than 250 mm	t	1,00		
(b)	Exceeding 10 m ² but not exceeding 50 m ² , including for edge repairs wider than 250 mm	t	1,00		
(c)	Exceeding 50 m ² up to 100 m ² , including for edge repairs wider than 250 mm	t	1,00		
(d)	Exceeding 100 m ²	t	1,00		
C8.8	TOTAL CARRIED FORWARD TO SUMMARY (Page C51)				

SCHEDULE A: ROADWORKS					CHAPTER C9.1
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					Asphalt layers
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C9.1	ASPHALT LAYERS				
C9.1.1	Asphalt mix designs				
C9.1.3	Application of bond coat				
C9.1.3.2	Applied in restricted areas using a portable pressure sprayer	ℓ	1,00		
C9.1.3.3	Applied by hand using brushes on all exposed transverse and longitudinal construction joints	ℓ	1,00		
C9.1	TOTAL CARRIED FORWARD TO SUMMARY (Page C51)				

SCHEDULE A: ROADWORKS					CHAPTER C11.2 CPG
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C11.2 CPG	NON-STRUCTURAL GABIONS				
C11.2.1	Foundation trench excavation:				
C11.2.1.1	Excavating all material situated within the following depth ranges below the surface level				
(a)	0 m to 1,5 m	m ³	1,00		
(b)	Exceeding 1,5 m and up to 3,0 m	m ³	1,00		
(c)	Etc, in increments of 1,5 m	m ³	1,00		
C11.2.1.2	Extra over sub-item C11.2.1.1 for excavation in hard material, irrespective of depth	m ³	1,00		
C11.2.1.3	Excavating soft material within 1,5 m below the surface level using labour enhanced construction methods:	m ³	1,00		
C11.2.1.4	Excavating intermediate material within 1,5 m below the surface level using labour enhanced construction methods:	m ³	1,00		
C11.2.2	Surface preparation for bedding the gabion boxes and mattresses	m ²	1,00		
C11.2.3	Gabion boxes and mattresses:				
C11.2.3.1	Galvanized gabion boxes (dimensions of box)				
	(i) 2,0m long x 1,0m wide x 1,0m deep (mesh size 80mm x 100mm, with 2,7mm OD frame wire & 2,2mm OD mesh wire)	m ³	1,00		
C11.2.3.3	Galvanized gabion mattresses (dimensions of mattress)				

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	(i) 6,0m long x 2,0m wide x 0,3m deep (mesh size 80mm x 100mm, with 2,5mm OD frame wire and 2,2m OD mesh wire, diaphragm spacing 1,0m)	m ³	1,00		
C11.2.4	Geotextile (Nonwoven continious filament needle punched geotextile grade A4)	m ²	1,00		
C11.2/C13.1.8.1	Backfill to excavations utilising labour:				
	Material from excavation	m ³	1,00		
C11.2/C13.1.14	Foundation fill consisting of:				
	Mass concrete (class 15/35)	m ³	1,00		
C11.2 CPG	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C11.4 CPG	
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
C11.4 CPG	ROAD RESTRAINT SYSTEMS					
C11.4.1	Erecting of guardrails at 3,81 m spacing					
C11.4.1.1	Complete galvanized system compliant to SANS 1350:					
(a)	On timber posts (Drawing SD 1101/B)	m	1,00			
(d)	Extra over C11.4.1.1(a) and C11.4.1.1(b) for excavating holes of posts using labour enhanced methods (soft and intermediate)	m	1,00			
C11.4.1.2	Terminal sections for 3,81 guardrails comprising of:					
(a)	End wings to SANS 1350	No	1,00			
(b)	Bullnoses to SANS 1350	No	1,00			
(c)	Bridge adapters to SANS 1350	No	1,00			
(d)	End treatments where single guardrail sections are specified (As per drawing SD 1102/A)	No	1,00			
(e)	End treatments where double guardrail sections are specified (As per drawing SD 1102/A)	No	1,00			
(g)	Extra over C11.4.1.2(d) and C11.4.1.2(e) for excavating holes for posts using labour enhanced methods (soft and intermediate)	No	1,00			
C11.4.4	Extra over for horizontally curved guard rails					
C11.4.4.1	Extra over C11.4.1 and C11.4.11 for horizontally curved guard rails factory bent to a radius of less than 45 m	m	1,00			

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C11.4.5	Additional guardrail posts for 3,81 m systems:				
C11.4.5.1	Timber	No	1,00		
C11.4.6	Reflective plates				
C11.4.6.1	Steel plates	No	1,00		
C11.4.7	Removing existing guardrails:	m	1,00		
C11.4.9	Re-erection of guardrails with recovered or provided material:				
C11.4.9.1	Single guardrail	m	1,00		
C11.4.9.3	Extra over C11.4.9.1 and C11.4.9.2 for excavating holes of posts using labour enhanced methods	m	1,00		
C11.4.10	End treatments to existing guardrails with recovered or provided material:				
C11.4.10.1	End wings	No	1,00		
C11.4.10.2	Bullnoses	No	1,00		
C11.4.1.1	Bridge adaptors	No	1,00		
C11.4.10.4	End treatments with single guardrails	No	1,00		
C11.4.11	New material required for the re-erection guardrails with recovered materials:				
C11.4.11.1	Guardrails, 3,81 m compliant to SANS 1350	No	1,00		
C11.4.11.2	Timber posts compliant to SANS 457	No	1,00		
C11.4.11.4	Reflective plates	No	1,00		
C11.4 CPG	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS					CHAPTER C11.4 CPG	
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
TOTAL BROUGHT FORWARD						
C11.4.11.5	Spacer blocks compliant to SANS 457	No	1,00			
C11.4.11.6	Splice bolt complete with nut and washer compliant to SANS 1350	No	1,00			
C11.4.11.7	Post bolt complete with nut and washer compliant to SANS 1350	No	1,00			
C11.4.15	Disposal of existing guardrails					
C11.4.15.1	Straight or curved longitudinal guardrails	m	1,00			
C11.4.15.2	End treatments with single guardrails	m	1,00			
C11.4.15.3	End treatments with double guardrails	m	1,00			
C11.4CPG	TOTAL CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS					CHAPTER C11.6 CPG
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C11.6 CPG	ROAD SIGNS				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:				
C11.6.1.3	Prepainted galvanized steel plate:				
(a)	Area 0 to 0,5 m ²	m ²	1,00		
(b)	Area exceeding 0,5 m ² but not 2,0 m ²	m ²	1,00		
(c)	Area exceeding 2,0 m ² but not 10 m ²	m ²	1,00		
C11.6.1.7	Regulatory signs, permanent				
(a)	600 mm diameter (signboard material - Steel Plate 1.4mm thick, background - Class I and symbol retro-reflective class III)	No	1,00		
C11.6.1.8	Regulatory signs, temporary				
(a)	600 mm diameter (signboard material - Steel Plate 1.4mm thick, background - Class I and symbol retro-reflective class III)	No	1,00		
C11.6.1.9	Warning signs, permanent				
(a)	600 mm diameter (signboard material - Steel Plate 1.4mm thick, background - Class I and symbol retro-reflective class III)	No	1,00		

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C11.6.1.10	Warning signs, temporary				
(a)	600 mm diameter (signboard material - Steel Plate 1.4mm thick, background - Class I and symbol retro-reflective class III)	No	1,00		
C11.6.3	Road sign supports (overhead road sign structures excluded):				
C11.6.3.2	Timber				
	(i) 125 mm diameter - CCA Treated	m	1,00		
	(ii) 150 mm diameter - CCA Treated	m	1,00		
C11.6.4	Kilometre markers				
C11.6.4.1	Kilometre markers on posts (Concrete 450mm diameter pipes and as per SD1003/B)	No	1,00		
C11.6.5	Excavation and backfilling for road sign supports (not applicable to kilometre posts)				
C11.6.5.1	Excavating soft material and backfilling	m ³	1,00		
C11.6.5.2	Excavating soft or intermediate material and backfilling using labour enhanced construction methods	m ³	1,00		
C11.6.8	Danger plates at culverts/structures				
C11.6.8.2	Size 200 x 800 mm (state post type and reflective material)	No	1,00		
P.S.C 11.6.12	Repainting of Kilometer Posts	No.	1,00		
C11.6 CPG	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS					CHAPTER C11.5 CPG
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C11.5 CPG	FENCING				
C11.5.1	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:				
C11.5.1.1	Zinc-coated barbed wire (SABS 675) - High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire - Galvanised, Class A	km	1,00		
C11.5.1.2	Zinc-coated smooth wire - 4,0mm dia,mild steel straining wire, Grade C galvanised	km	1,00		
C11.5.1.7	Standards 2,0m x 2,5 kg/m mild steel y section	No	1,00		
C11.5.1.8	Droppers 1,4m x 0,56 kg/m mild steel ridge back section	No	1,00		
C11.5.1.9	Straining posts, stays and anchors:				
(a)	Vertical				
(i)	Steel straining posts (Notched 2100 x 125mm galvanized & anchored in concrete)	No	1,00		
(c)	Horizontal				
(i)	Steel stays and anchors (100mm diameter and wall thickness 3mm)	No	1,00		
C11.5.4	Dismantling existing fences and gates:				
C11.5.4.1	Fences:				
(a)	Stock-proof fences	km	1,00		
C11.5.9	Repairing existing fences (Stock Proof)	km	1,00		
C11.5CPG	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C11.7 CPG	
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
C11.7 CPG	ROAD MARKINGS AND ROAD STUDS					
C11.7.2	Retro-reflective road marking:					
C11.7.2.1	White lines broken or unbroken (Retro-reflective road-marking paint)					
	(i) 100 mm wide	km	1,00			
	(ii) 200 mm wide	km	1,00			
C11.7.2.2	Yellow lines broken or unbroken (Retro-reflective road-marking paint)					
	(i) 100 mm wide	km	1,00			
C11.7.2.11	Labour enhanced hand painted white lettering and symbols (Retro-reflective road-marking paint)	m ²	1,00			
C11.7.2.12	Labour enhanced hand painted yellow lettering and symbols (Retro-reflective road-marking paint)	m ²	1,00			
C11.7.2.13	Labour enhanced hand painted transverse lines, painted island and arrestor bed markings (any colour) (Retro-reflective road-marking paint)	m ²	1,00			
C11.7.5	Variations in rate of application:					
C11.7.5.1	White paint	/	1,00			
C11.7.5.2	Yellow paint	/	1,00			
C11.7.5.4	Retro-reflective beads	kg	1,00			
C11.7.7	Road studs					
C11.7.7.2	Permanent road studs compliant to SANS 1463					
	(a) 100 mm x 100 mm x 20 mm high, plastic stickon type with 43-bead glass reflectors (bidirectional type, any colour)	No	1,00			

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C11.7.8	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km	1,00		
C11.7CPG	TOTAL CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS					CHAPTER C13.8 CPG
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C13.8 CPG	ANCILLARY STRUCTURAL ELEMENTS				
C13.8.4	Concrete pedestrian railings	m	1,00		
C13.8.5	Steel railings (Bridge Hand Rails)	m	1,00		
P.S.C 15.1 CPG	CHEMICAL CONTROL OF UNDESIRABLE VEGETATION				
P.S.C.15.1.1	Chemical control of undesirable vegetation.				
	(a) Shoulder weed-spray 300 mm wide	m	1,00		
	(b) Under guardrails 500 mm wide	m	1,00		
	(c) Openings, cracks, joints 100mm wide	m	1,00		
	(d) Around poles, kilometer markers, road signs, and guard rail posts. The area around the signs and kilometre posts are required to be a 2 m radius.	No	1,00		
	(e) Block paved and other paved areas	m ²	1,00		
	(f) Along the road reserve				
	(i) Isolated areas	m ²	1,00		
	(ii) Dense areas (areas more than 20% infested)	ha	1,00		
C13.8 CPG	TOTAL CARRIED TO SUMMARY				

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SCHEDULE A: ROADWORKS			
SUMMARY OF SECTIONS			
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM			
CHAPTER	DESCRIPTION	FROM PAGE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT	70	
C1.2.8	DAYWORKS	71	
C1.3	OSHA COMPLIANCE	72	
C1.5	ACCOMMODATION OF TRAFFIC	73	
C1.6	CLEARING AND GRUBBING	75	
C1.7	LOADING AND HAULING	76	
C3.1	DRAINS	77	
C3.2	CULVERTS	78	
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	80	
C4.1	BORROW MATERIALS	81	
C4.4	COMMERCIAL MATERIALS	82	
C5.1	ROADBED	82	
C5.3	ROAD PAVEMENT LAYERS	82	
C6.1	PAVER LAID CONCRETE LAYERS	83	
C8.5	STANDARD CRACK SEALING	85	
C8.8	PATCHING AND EDGE BREAK REPAIR	86	
C9.1	ASPHALT LAYERS	90	
C11.2	NON- STRUCTURAL GABIONS	91	
C11.4	ROAD RESTRANT SYSTEMS	93	
C11.6	ROAD SIGNS	96	
C11.5	FENCING	98	
C11.7	ROAD MARKING & ROAD STUDS	99	
C11.8	ANCILLARY STRUCTURAL ELEMENTS	101	

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TOTAL CARRIED FORWARD TO SUMMARY (Page C55)	

C2.3 SUMMARY OF BILL OF QUANTITIES		
PROVISION OF ROUTINE AND SAFETY MAINTENANCE ON VARIOUS ROADS WITHIN FTLM		
DESCRIPTION	FROM PAGE	AMOUNT
TOTAL SCHEDULE A : ROADWORKS	C51	
Subtotal 1		
CONTINGENCIES (10% of Subtotal 1)		
Subtotal 2		
CONTRACT PRICE ADJUSTMENT AND RISE & FALL (10% of Subtotal 2)		
Subtotal 3		
VAT (15% of Subtotal 3)		
TOTAL CARRIED FORWARD TO FORM OF OFFER		

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

CHECKLIST ON MINIMUM REQUIREMENTS

To assist you with your tendering process, see a checklist on minimum requirements below.

No.	Minimum requirements	Tick	Comment if not attached
1	Compulsory briefing session attended		N/A
2	Complete original bid document		
3	B-BBEE Certificate; Certified ID copies of the shareholders;		
4	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority/Sworn affidavit/Lease agreement		
5	Company registration		
6	Certified document not older than three six (6) months		
7	Initial each page of the Conditions of Contact		
8	All MBD Forms must be completed and signed		
9	In case of a Joint Venture, Association or Consortium a formal contract agreement		
10	All/Any price alterations initialled		