

MLM/TECH/14/2019/20



MOLEMOLE LOCAL MUNICIPALITY

CONTRACT NO: MLM/TECH/14/2019/20

FOR:

DESIGN AND CONSTRUCT OF 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY).

WITHIN THE MOLEMOLE LOCAL MUNICIPALITY

PROJECT DOCUMENT

TENDER DOCUMENT

THIS DOCUMENT IS ISSUED BY:

MOLEMOLE LOCAL MUNICIPALITY

PRIVATE BAG X 44

MOGWADI

DENDRON

0715

Tel: (015) 501 0243

Fax: (015) 501 0419

TENDERER: _____

TENDER AMOUNT: _____



EXPANDED PUBLIC WORKS PROGRAMME

A. VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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

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

B. FULL DESCRIPTION OF THE TENDER

- ❖ Molemole Local municipality [MLM] would like to appoint a competent service provider registered on the national Central Supplier Database, for the Design and Construct 500 Seater grand stand for Mohodi Sports Complex.
- ❖ To achieve this, the service provider will work under the direction and instruction of the Technical Services (PMU Division) and will:
 - Design and Construct 500 Seater grand stand for Mohodi Sports Complex as per specification
- ❖ The municipality will enter into an agreement with the appointed service provider to clarify terms and conditions during the duration of the project

C. ACCURACY OF REQUEST FOR TENDER

- ❖ Whilst all due care has been taken in connection with the preparation of this bid document, Molemole Local Municipality [MLM] makes no representations or warranties that the content in this bid document or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. MLM, its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- ❖ If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid document or any other information provided by MLM (other than minor clerical matters), the Bidder must promptly notify MLM in writing of such discrepancy, ambiguity, error or inconsistency in order to afford MLM an opportunity to consider what corrective action is necessary (if any).
- ❖ Any actual discrepancy, ambiguity, error or inconsistency in this document or any other information provided by the MLM will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

1. RULES FOR BIDDING

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:

- 1.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.
- 1.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids.
- 1.4 The municipality reserves the right to return late bid submission unopened.
- 1.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 1.6 Bidders must attach proof of parties involved in the joint venture.
- 1.7 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"
- 1.8 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears.
- 1.9 All Pages within the Bid document must be fully initialized and or signed by Company Director.
- 1.10 If at anytime during the project implementation phase the contractors rates are found to be abnormal, irregular and or not market related among other things, the Engineer may after written approval from the Municipality revise them to a practical or market related rate. The amount on the form of offer will be considered as the final cost of works.
- 1.11 In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Molemole Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to

MLM/TECH/14/2019/20

the Municipal Manager within 21 days of the date of the notification of the decision.

1.12 An appeal must contain the following:

1.13 Reasons and/or grounds for the appeal

1.14 The way in which the appellants rights have been affected

1.15 Remedy sought by appellant

1.16 Appeals must be submitted in writing to the Manager: Legal Services (Attention Mr. K Phaswana) Mogwadi Head Office, 303 Church Street, Private Bag X44 Mogwadi, 0715. Email: PhaswanaK@molemole.gov.za

1.17 Bidders will be disqualified if:

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

1.17.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

1.17.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

1.17.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;

1.17.5 Not initializing all the pages of the bid document.

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

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

1.18.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

MLM/TECH/14/2019/20

- 1.18.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 1.19 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 1.20 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 1.21 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- 1.22 Bidders are advised to fully index and attach a table of contents for their attachments.
- 1.23 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document.
- 1.24 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 1.25 Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.
- 1.26 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.



DESIGN AND CONSTRUCT OF 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY).

CONTENTS

PART T1: BIDDING PROCEDURES

T1.1 Notice and Invitation to Bid (WHITE)

T1.2 Bid Data(PINK)

PART T2: RETURNABLE DOCUMENTS

T2.1 Returnable Schedules required for Bid Evaluation Purposes (YELLOW)

T2.2 Other Documents required for Bid Evaluation Purposes (YELLOW)

T2.3 Returnable Schedules that will be incorporated in the Contract (YELLOW)

PART T3: TENDER SPECIFICATION..... (WHITE)

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance (WHITE)

PART C2: PRICING DATA

C2.1 Pricing Instructions..... (YELLOW)

Part C3: Scope of Work

C3.1 Scope of work(BLUE)

C3.2 Standard Specifications(BLUE)



Invitation to Tender

Molemole Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, for the Design and Construct 500 seater grand stand for Mohodi Sports Complex.

The municipality will enter into an agreement with the appointed service provider for the Design and Construct 500 seater grand stand for Mohodi Sports Complex.

Only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders

Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions can be downloaded from www.etenders.gov.za/www.molemole.gov.za as from 12th March 2020.

NB. A compulsory clarification meeting with the relevant representatives of the Municipality will take place as follows:

Project Number	Bid Description	CIDB	Minimum WO to be created	Compulsory Briefing Session	Preference Point System	Closing Date and Time	Contact Person
MLM/TECH/14/2019/20	Design and Construct 500 seater grand stand for Mohodi Sports Complex.	3CE or Higher	30 WO	Date:12 March 2020 Time: 10H00 pm Venue: Mohodi Village (Mohodi Sports Complex)	80/20 preference point system 100 Points Functionality 80 minimum qualifying score for evaluation on 80/20	27 March 2020 @ 11h00am	Mr. PE KWATA Tel:015 501 2300

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above. Closing date of this tender is 27 March 2020 @ 11h00am and should be deposited in the tender box at the Mogwadi Municipal offices. Documents returned after the date and time will be returned unopened.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2000, on a 80/20 point system. Tenders will remain valid for 90 (ninety) days. The Municipality reserves the right to appoint or not appoint any bidder.

Enquiries related to this tender and Technical Queries should be addressed to Mr. PE KWATA at (015) 501 2300 or 015 501 2301 during working hours.

Municipal Address
Mr. ML MOSENA
Municipal Manager
Molemole Municipality
Mogwadi
0715

T1.2 BID DATA

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

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager MOLEMOLE Local Municipality 303 Church Street MOGWADI 0715
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Mr PE KWATA Address: 303 Church Street Mogwadi 0715 Tel: 015 501 2387
F2.1	Eligibility requirements Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following Valid documents to the tender document: (1) Recent proof of registration from Central Supplier Database (4) Certified copy of up to date statement of municipal rates and taxes and municipal service charges, or if renting, a lease agreement and owner's up to date proof of municipal rates (No arrears) (5) If the bidder is operating where municipal rates are not applicable, a certified proof of residence from the traditional authority must be submitted (not older than three months). (6) Joint venture, consortium agreements (if applicable). Note: Failure to attach the above documents will lead to automatic rejection of your Bid.
F.1.11 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers Immediately after the closing time 11H00am on the closing date 27 March 2020 Location: MOLEMOLE Local Municipality- Old Municipal Building 303 Church street Mogwadi 0715 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.1.12 ARITHMETICAL ERRORS	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall take precedence. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total

MLM/TECH/14/2019/20

	<p>of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
F.1.13 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the 80/20 preference point system.</p> <ul style="list-style-type: none"> - where 80 points will be allocated in respect of price - 20 points will be allocated towards targeted goals <p>Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system</p>
F.1.14 ACCEPTANCE OF BID OFFER	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.</p>
F.1.15 PROVIDE COPIES OF THE CONTRACTS	<p>The number of paper copies of the signed contract to be provided by Molemole Municipality is one.</p>
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall not be submitted in parts. 5 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the MLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</p>
F.2.1 ELIGIBILITY	<p>Companies that fit all the requirements of this bid as specified.</p>
F.2.12 ALTERNATIVE TENDER OFFERS	<p><i>No alternative bid is to be accepted!</i></p>
F.2.7 CLARIFICATION MEETING	<p>Date:12 March 2020 TIME : 10H00 pm VENUE : Mohodi Village (Mohodi Sports Complex) All attendees must append their signatures on the attendance register to be supplied. Bidders who did not attend compulsory briefing session will be disqualified from further evaluation.</p>
F.2.13.2 SUBMITTING A TENDER OFFER	<p>The whole original bid document, as issued by the Municipality, shall be submitted. No copies will be accepted.</p> <p>Bids may only be submitted on the Bid documentation issued by the municipality</p>

MLM/TECH/14/2019/20

F.2.14 CLOSING DATE & TIME	DATE: 27 March 2020 TIME : 11H00 am It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late, faxed or e-mailed tenders will not be considered.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.
F2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.
F,3.19	Labour Content: The minimum Labour content for this project shall be 30%

F.1 Standard Conditions of the Bid

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents¹

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

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except insofar as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer

MLM/TECH/14/2019/20

is required to seek adequate cover for covering liability that may ensue while delivering copiers to the employer.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the copiers, subject to inspection by the Employer.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

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

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

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

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

F.2.15 Closing Time

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

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

F.2.16 Tender Offer Validity

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

MLM/TECH/14/2019/20

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

MLM/TECH/14/2019/20

To not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and

F.3.9 Arithmetical errors

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

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation Methodology

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

F.3.13 Acceptance of tender offer

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

MLM/TECH/14/2019/20

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

F.3.14 Notice to unsuccessful tenderers

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

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

The municipality reserves the right to:

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

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.16 Issue final contract

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

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

2. List of attachments required for Evaluation Purposes

- a) The recent up-to-date central supplier data (CSD) registration report detailing all compliance requirements; [Last verified between the **advert date** and the **closing date**]
- b) The Master Registration Number or Tax compliance status pin [or valid copy of tax clearance certificate]
- c) Copy of up to date statement of municipal rates (Not Invoice) and taxes and municipal service charges (not older than three months from the closing date and not in arrears), if renting a lease agreement and owners up to date proof of municipal rates (not older than three months from closing date and not in arrears). If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority (Not older than three months from closing date) must be submitted.
- d) Attach a copy of CIDB grading 3CE or higher
- e) If Joint Venture attach a signed joint venture agreement
- f) If joint Venture each party must attach **a. to d.** above list of attachment for each Company.

3. Bid Evaluation guideline

Bids will be evaluated in terms of the following two stages:

3.2 STAGES OF EVALUATION

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 80% ((rounded to the nearest decimal point)) for functionality (quality) in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBBEE). Bidders that score less than 80% (rounded to the nearest decimal point) will be disqualified.

NB: Only the combined Price & BBBEE points will determine the highest point scoring bidder to be awarded the contract.

Criteria	Weights	Applicable values
5 x Successfully completed traceable projects in construction or design of stadiums or sports complexes.(attach appointment letters (3 points per letter) and completion certificates (3 points per certificate) with client's letter head)	30	

<p>CAPACITY/KEY PERSONNEL Director of Consulting Engineering Company A detailed CV of a Project Manager indicating experience and certified copies of Qualifications in :</p> <ul style="list-style-type: none"> ▪ Minimum B-Eng/BSc/B-Tech: Civil Engineering ▪ Minimum work experience of 10 years in design and supervision of sports facilities or similar projects. ▪ Registered as Professional Construction Project Manager with SACPCMP (The South African Council for the Project and Construction Management Professions) ▪ Valid Proof of membership registration with ECSA as a Pr Engineer or Pr Engineering Technologist. . ▪ EPWP LI (NQF 7 “Manage Labour-Intensive Construction Processes”). 	10	
<p>Proposed key personnel Design Engineer. A detailed CV of a Design Engineer with certified copies of qualifications in :</p> <ul style="list-style-type: none"> ▪ Minimum B.Tech/B Eng: Civil Engineering. ▪ Proof of membership registration with ECSA. ▪ Minimum work experience of 10 years in design of sports facilities or similar projects. 	10	
<p>Proposed key personnel RESIDENT ENGINEER or SITE AGENT. A detailed CV of a Resident Engineer or Site Agent with certified copies of qualifications in</p> <ul style="list-style-type: none"> • Minimum B-Tech/B.Eng. Civil Engineering with 5 years’ experience in construction supervision or National Diploma with 10 years’ experience • Registered a Professional with ECSA in abovementioned qualifications. • EPWP LI (NQF 5 “Manage Labour-Intensive Construction Processes”). 	10	
<p>Proposed key personnel General Foreman A detailed CV of a General Foreman with certified copies of qualifications in:</p> <p>A detailed CV of a General Foreman indicating experience and certified copies of Qualifications in :</p> <ul style="list-style-type: none"> ▪ Minimum ND: Civil Engineering ▪ Minimum work experience of 10 years. 	10	
<p>Proposed key personnel Safety Officer A detailed CV of a Safety Officer indicating experience and certified copies of Qualifications in :</p> <ul style="list-style-type: none"> ▪ Minimum SAMTRAC Certificate ▪ Minimum work experience of 5 years 	10	
<p>Financial Viability (Compulsory Attachment) Bank rating of C or higher (attach proof from bank not more than one month old before tender advert date)</p>	10	
<p>CONTRACTOR Plant and equipment</p> <ul style="list-style-type: none"> • 1x Grader (<i>2 points</i>) • 1x Smooth drum roller (15 ton) (<i>1 points</i>) 	10	

<ul style="list-style-type: none"> • 2x (10 m³) tipper trucks (2 points) • 1x Water tankers (9 000 litter or larger) (2 points) • 1x TLB/Loaders (2 points) • 1 x Walk behind roller or plate compactor (1 points) <p>These plant and equipment can be owned or rented. Attach proof ownership and lease agreement if renting.</p>		
Total functionality Score	100	

4. Stage 2: Evaluation on Price and BBBEE 80/20

Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the BBBEE claimed, and if so, score Bid evaluation points for BBBEE.
- Calculate total Bid evaluation points (Price points plus BBBEE points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

4.1 Price formula

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

Ps = Points scored

Pt = Tender price

Pmin = Minimum price.

Formula	Evaluation Formula	Option 1
1	Evaluation Formula	$80(1 - \frac{(Pt - P_{min})}{P_{min}})$

4.2 Stage 2: Evaluation on price 80/20 and BBBEE status

4.2.1. Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the BBBEE claimed, and if so, score Bid evaluation points for BBBEE.
- Calculate total Bid evaluation points (Price points plus BBBEE points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.

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

4.2.2. Price formula

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

a) Scoring for BBBEE

- Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
- Bidders must attach certified copies of BBBEE to claim BBBEE points. Failure to attach the valid BBBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

B-BBEE Status Level of Contributor Number of points (80/20 system)

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



DESIGN AND CONSTRUCT 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY).

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

NOTE:

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

CONTRACT NO: MLM/TECH/07/2019/20

SUPPLY AND INSTALLATION OF GRAND STAND FOR MOHODI SPORTS COMPLEX.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

[PLEASE NOTE IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED]

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

- a) Total Turnover in the previous financial year? R_____
- b)
- c) Estimated turnover for current financial year? R_____

List your current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

MLM/TECH/14/2019/20

**FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A
IF NOT APPLICABLE]**

[PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE]

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER
[N.B. COMPULSORY: TO BE USED FOR EVALUATION PURPOSES]

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.
Give a minimum of two (2) names and telephone numbers and e-mail address per reference.
Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
	<hr/> <hr/>			
	<hr/> <hr/>			

FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS
[IF NOT WRITE N/A ACROSS THE TABLE]

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

	a		B	c = a x b
--	----------	--	----------	------------------

Type of work to be used for	% of contract	Name of sub-contractor	% HDI ownership	Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership:		

FORM 2.1.5 FINANCIAL REFERENCES

- **FINANCIAL STATEMENTS (delete which is not applicable)**

I/We _____ (name of authorized representative

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

- **DETAILS OF BIDDING ENTITY'S BANK**

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

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

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

Note: Information supplied will be treated with the strictest confidence

Affix dated bank stamp here

FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

--

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid

Attach additional information on separate sheets and initial all of them

PAGE	DESCRIPTION

--	--



DESIGN AND CONSTRUCT 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY).

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

MLM/TECH/14/2019/20

FORM 2.2.5 SBD 9

FORM 2.2.2 DECLARATION:

I/ We, the undersigned:

- (a) bid for the design and construct 500 seater grand stand for Mohodi Sports Complex to MOLEMOLE LOCAL MUNICIPALITY at Mogwadi main office, described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) confirm that this bid may only be accepted by Molemole Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between MLM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of MLM that the claims are correct. If the claims are found to be inflated, MLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by MLM as a result of the award of the contract and/or cancel the contract and claim any damages which MLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears, and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at _____ on this _____ day of _____ 20_____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: _____

FORM 2.2.3 DECLARATION OF INTEREST

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

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

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

If yes, furnish particulars _____

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

If yes, furnish particulars _____

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO _____

If yes, furnish particulars _____

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

If yes, furnish particulars _____

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

If yes, furnish particulars _____

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.

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

Signature

Date

* SCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal Council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;

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

Position

Company Name

MBD 9

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Standard Bidding Document (MBD) must form part of all bids¹ invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).²
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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 bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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.

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

Signature

Date

Position

Name of Bidder



PART T3: TENDER SPECIFICATIONS

BID SPECIFICATION

7.1 Design & Construct Mohodi Sports Complex 2019/20 (turn-key)

The project is located at Mohodi Village west side of Molemole Local Municipality, Limpopo province.

7.2 Work Description (scope)

7.1 Design & Construct Mohodi Sports Complex 2019/20 (turn-key).

Work description

Design and Construct Mohodi Sports Complex

Design and construct the following with Labour-Intensive Methods or Techniques:

- Design and Construct 500 Seater steel grand stand (with earthworks platform and concrete footings). (including producing BoQ and working drawings, purchasing , supply and delivery and installations/construction of all related element. The designs must be approved by the Municipality before Construction work commence):
 - Design a Labour Intensity Construction to create 30 Work Opportunities
- (b) Preliminary design report with Geotechnical study and survey.
- (c) Detailed and Priced Bill of Quantities
- (d) Develop a skills transfer training schedule for EPWP LIC participants on the project.
- (e) Construction/Working drawings
- (f) Project management and fulltime supervision during construction stage.
- (g) Completion/Close-out Report and As-built drawings.

PRICING SCHEDULE

No.	Description	Unit	Quantity	Rate	Total amount
1.	Preliminaries and General.	Prov Sum	1	R30 000.00	R 30 000.00
2.	(a) Provisional Sum for the payment of the CLO (R3500.00p/m).	Prov Sum	1	R10 500.00	R 10 500.00
3	Financial liabilities to CLO and PSC	Prov sum	1	R30 000.00	R30 000.00
4	(b) Provisional Sum for Cost of attending Project Steering Committee meetings (5 committee members).	Prov Sum	1	R3 000.00	R 3 000.00
5 LIC	Supply and installation project name board to be directed by the municipal employee.	Prov sum	1	R10 000	R10 000
6	Design and Construct 500 Seater steel grand stand (with earthworks platform and concrete footings). (including producing BoQ and working drawings, purchasing , supply and delivery and installations/construction of all related element. The designs must be approved by the Municipality before Construction work commence)	Item			
7	Contingencies	%	10		
8	Time Related Obligation(s) / Project Duration.	No.	3		
Subtotal [excluding Vat]					
Vat at 15%					
Total [including vat]					

MLM/TECH/14/2019/20

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

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

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

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

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____ **Date:** _____

Name of authorized person: _____ **Position:** _____



DESIGN AND CONSTRUCT 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY).

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPANY

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: DESIGN AND CONSTRUCT 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY).

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

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

THE OFFERED PRICE AMOUNT INCLUSIVE OF VALUE ADDED TAX:

IN WORDS:

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

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

FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____ Capacity _____

(Bidding Company Name) _____

Name of Witness _____

Signature _____ Date: _____

1. ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work

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

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement. Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C.1.2 SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

Notes:

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

1 Subject _____
Details _____

2 Subject _____
Details _____

3 Subject _____
Details _____

4 Subject _____
Details _____

5 Subject _____
Details _____

6 Subject _____
Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

MLM/TECH/14/2019/20

FOR THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [PLEASE SIGN]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____



PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

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

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

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the: DESIGN AND CONSTRUCT 500 SEATER OF GRAND STAND FOR MOHODI SPORTS COMPLEX (TURN-KEY) and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

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

MLM/TECH/14/2019/20

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

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

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

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	60
C3.2	ENGINEERING	61
C3.3	CONSTRUCTION	61
C3.4	MANAGEMENT	89

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

Molemole Local Municipality, in consultation with the community, identified the need for the Design and Construct 500 Seater grand stand for Mohodi Sports Complex. The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

Labour-intensive works

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

Labour-intensive competencies of supervisory and management staff

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

C3.1.2 Overview of Works

The scope of works entails Design and Construct 500 Seater grand stand for Mohodi Sports Complex

.

C3.1.3 Extent of Works

The major activities within the project will include, among other, the following;

- Supply and installation project name board as directed by the municipal official.
- Design and Construct 500 seater steel structure grand stand.
- Clearing and grubbing and spoiling the unwanted material.
- Digging of pad footings.
- Supply, assembly of reinforcement for pad footings.
- Supply ready mix concrete of 40 mpa.
- Supply, deliver and store and cut at workshop steel sections according to shop drawing/ designs.
- Deliver, store and assemble steel section on site including miscellaneous e.g. bolts and nuts welding materials.

All labour intensive works are marked as Labour Intensive Construction (LIC) items in the Bill of Quantities and this development will be part of the Expanded Public Works Programme (EPWP).

C3.1.4 Location of the Works

The project is located at Mohodi Village west side of Molemole Local Municipality, Limpopo province. Within the Capricorn District and approximately 75km North-West of Polokwane in the boundaries of the Molemole Local Municipality.

C3.1.5 Labour Regulations

C3.1.5.1 Payment for the labour-intensive component of the works

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

C3.1.5.2 Applicable labour laws

Sectorial determination 2: Civil engineering sector.

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 in Government Gazette 33665 of 22 October 2010, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

C3.1.7.3 Introduction

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

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing

a task;

- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

C3.1.7.5 Normal Hours of Work

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

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.
- (d) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (e) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (f) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (g) An employer and worker may agree on longer meal breaks.
- (h) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (i) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.1.7.8 Daily Rest Period

- (a) Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work

on one day until the time the worker starts work on the next day.

C3.1.7.9 Weekly Rest Period

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

C3.1.7.10 Work on Sundays and Public Holidays

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

C3.1.7.11 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days’ sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- (f) An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- (g) An employer must pay a worker sick pay on the worker’s usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - i. absent from work for more than two consecutive days; or
 - ii. absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical

certificates indicating the duration and reason for incapacity.

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

C3.1.7.12 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (i) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

C3.1.7.12 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

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

C3.1.7.13 Statement of Conditions

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

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

C3.1.7.14 Keeping Records

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

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

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
 - i. at the workplace or at a place agreed to by the worker;
 - ii. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - iii. in a sealed envelope which becomes the property of the worker.

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

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.17 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - i. repay any payment except an overpayment previously made by the employer by mistake;
 - ii. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - iii. pay the employer or any other person for having been employed.

C3.1.7.18 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - i. work in a way that does not endanger his/her health and safety or that of any other person;
 - ii. obey any health and safety instruction;
 - iii. obey all health and safety rules of the SPWP;
 - iv. use any personal protective equipment or clothing issued by the employer;
 - v. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.1.7.19 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.20 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.1.7.21 Certificate of Service

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

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

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

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

C3.1.7.23 Provision of Handtools

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

C3.1.7.23 Reporting

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

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

+

C3.2 ENGINEERING

C3.2.1 Design

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

C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C3.3 CONSTRUCTION

C3.3.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE
Waterfall Park / Postnet Suite 81
Howick Gardens / Private Bag X65
Vorna Valley / Halfwayhouse
Becker Street / 1685
Midrand
Tel : (011) 805-5947
Fax : (011) 805-5971
Contact Person : Angeline Aylward

- (b) SANS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.
- (d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

C3.3.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.3.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2010. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

C3.3.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

C3.3.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the

requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Typical new product nomenclature	
Cement type	Cement strength class
CEM I	32,5
CEM I	32,5R
CEM I	42,5
CEM I	42,5R
No provision made	No provision made
CEM II/A-S	32,5

Typical new product nomenclature		
Cement type		Cement strength class
CEM II/A-S		32,5R
CEM II/A-S		42,5
CEM II/A-V		32,5
CEM II/A-V		32,5R
CEM II/A-W		32,5
CEM II/A-W		32,5R
CEM II/A-V		42,5
CEM II/A-V		42,5R
CEM II/A-W		42,5
CEM II/A-W		42,5R
CEM III/A		32,5
CEM III/A		32,5R
CEM II/B-V		32,5
CEM II/B-W		32,5
	CEM II/B-S	32,5R
	CEM II/B-S	42,5
	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Add the following new clauses:

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

- (i) To be available on site daily between the hours of _____(insert time) and _____ (insert time) and at other times as the need arises. His normal working day will extend from _____ (insert time) in the morning until _____ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the

establishment of a "labour desk".

- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor and employer at a maximum period of a six months basis, but with the option of renewal.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

B12.04 Provision for a Community Liaison Officer

- a) Provisional sum for the payment of the Community Liaison Officer Provisional Sum

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

1500: ACCOMMODATION OF TRAFFIC

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

(b) Road signs and barricades

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

(c) Channelization devices and barricades

Add the following:

“Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic..
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

6400: CONCRETE FOR STRUCTURES

B6402 MATERIALS

(a) Cement

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

B6404 CONCRETE QUALITY

(b) Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m³ of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project".

B6405 MEASURING THE MATERIALS

(c) Aggregates

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

B6407 PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

C3.3.3 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS

CONTENTS

C3.3.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
REGULATIONS

C3.3.3.2 PROVISION OF THE TEMPORARY WORKFORCE

C3.3.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.3.3.1.1 INTRODUCTION

C3.3.3.1.2 SCOPE

C3.3.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.3.3.1.4 OPERATIONAL CONTROL

C3.3.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Molemole Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Molemole Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.3.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.3.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Molemole Local Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Molemole Local Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Molemole Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Molemole Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Molemole Local Municipality. Any changes in appointees or appointments must be communicated to Molemole Local Municipality forthwith.

The Principal Contractor must, furthermore, provide Molemole Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Molemole Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics

8. Other Matters

9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register

- * First Aid Box Contents
- * Fire Equipment Inspection & Maintenance
- * Formwork & Support work Inspections
- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

Molemole Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Molemole Local Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Molemole Local Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

- (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks

- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

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

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Molemole Local Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Molemole Local Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Molemole Local Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Molemole Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Molemole Local Municipality:

Molemole Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Molemole Local Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb

- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to Molemole Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Molemole Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Molemole Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Molemole Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Molemole Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C.3.3.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Molemole Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge

over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Molemole Local Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C3.3.3.4 PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C3.3.3.4.1 SCOPE

C3.3.3.4.2 INTERPRETATIONS

C3.3.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

C3.3.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

C3.3.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

C3.3.3.4.6 RECRUITMENT AND SELECTION PROCEDURES

C3.3.3.4.7 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.3.3.4.8 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.3.3.4.9 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.10 MEASUREMENT AND PAYMENT

C3.3.3.4.1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce. Reference is also made to the Basic Conditions of Employment Act (Act 75 of 1997) with specific reference to the Sectoral Determination 2: Civil Engineering Sector

C3.3.3.4.2 INTERPRETATIONS

C3.3.3.4.2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C3.3.3.4.2.1.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Project Steering Committee (PSC)" means a committee comprising mainly of representatives (to a maximum of 10) of the affected communities with additional members from Molemole Local Municipality, the Contractor, Consultants and the Municipality. The PSC convenes at least once a month as well as when the need so dictates, for the purpose of recruiting labour for the project, to address community issues and for acting as an avenue for effective communication and liaison between all the parties.
- (g) "Liaison Officer" means a local representative of the temporary workforce, duly appointed through the PSC processes, to act on behalf of the workers and through whom all matters pertaining to the temporary workforce can be channelled.

C3.3.3.4.2.1.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3.3.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of local communities, and shall not be bound to one particular community.

C3.3.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a Molemole Local Municipality approved format. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E)).
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Municipality with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C3.3.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C3.3.3.4.6 RECRUITMENT AND SELECTION PROCEDURES

C3.3.3.4.6.1 The Project Steering Committee, though the assistance of the Social Facilitator and the Contractor, shall be responsible for the recruitment and selection of the Community Liaison Officer and the workers to constitute the temporary workforce.

C3.3.3.4.6.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C3.3.3.4.6.3 The Social Facilitator shall take the necessary actions to advertise within the affected local communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur

C3.3.3.4.6.4 The Social Facilitator shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, Identity Number, Date of Birth, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) On the job training programmes attended
- (e) Period since last economically active
- (f) Preference for type of work or task.

C3.3.3.4.6.5 The selection of workers from amongst the applicants should take into cognizance the Contractor's requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principle:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. The Contractor should strive to achieve the participation target for employment set for this project which is 60% female and 20% youth.

C3.3.3.4.6.6 After making the selection, the Social Facilitator shall forward the list in writing and without undue delay, to the Engineer for record keeping.

C3.3.3.4.6.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C3.3.3.4.6.8 The Contractor shall, after appointing his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

C3.3.3.4.7 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.3.3.4.7.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area. Refer to the Contract of Employment drafted/published by Department of Labour.

C3.3.3.4.7.2 RATE OF REMUNERATION. The Contractor shall pay to all workers engaged in terms of the contract, not less than the applicable gazetted minimum rate of remuneration in terms of the Sectorial Determination 2: Civil Engineering Sector.

The remuneration of the CLO shall be paid monthly at the rate equivalent to Task Grade 3 in accordance with the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, Amendment to Sectorial Determination 2: Civil Engineering Sector, South Africa

Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R200 / month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

C3.3.3.4.7.3 NON-PAYMENT OF LABOURERS. Under this contract it is expected of the Main Contractor to ensure that all labourers are paid in time on a monthly basis, whether they are employed by him/her directly or by any of his/her subcontractors. In the event of non-compliance, the employer reserves the right to use any remedies available at its disposal.

C3.3.3.4.8 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.3.3.4.8.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur. Refer to Disciplinary Procedures for Small Business drafted/published by Department of Labour.

C3.3.3.4.8.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.3.3.4.8.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub-clause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.3.3.4.8.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.3.3.4.8.2 and C3.4.3.4.8.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C3.3.3.4.9 THE SUBCONTRACTORS' WORKFORCES

C3.3.3.4.9.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.3.3.4.9.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C3.3.3.4.10 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

C3.4 MANAGEMENT

C3.4.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.4.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones

PART C5: ANNEXURES

<u>C5.1</u>	<u>PROFORMA DOCUMENTS</u>	1231
-------------	---------------------------------	------

PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

<u>C5.1.1</u>	<u>EXAMPLE OF SMME DECLARATION AFFIDAVIT</u>	92
<u>C5.1.2</u>	<u>FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT</u>	126
<u>C5.1.3</u>	<u>FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ...</u>	127
<u>C5.1.4</u>	<u>FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....</u>	128

EXAMPLE OF SMME DECLARATION AFFIDAVIT

- 1. Name of SMME firm :
- Postal address :
- Physical address of Head Office:
- Telephone no. : Fax no
- Cell no :
- Contact person :
- VAT registration no. :

- 2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....

[ATTACH LATEST CIPRO PRINTOUT TO PROVE ABOVE INFORMATION]

- 3. Principal Business Activities :.....
- 4. Service/work to be performed on this contract:.....
- 5. CIDB registration no (if applicable):

[ATTACH LATEST CIDB INFORMATION AS PROOF]

- 3. SMME status (mark the appropriate category)
- 5.1. Total full time equivalent of paid employees:
- 5.2. Total Annual turnover:
- 5.3. Total gross asset value (fixed property excluded):

[ATTACH CONFIRMATION LETTER OF AUDITER OR INCOME STATEMENT TO SUBSTANTIATE AND PROVE ABOVE INFORMATION]

8. Declaration

I,,
being duly authorised to sign on behalf of the firm, affirm that the SMME status as
stated above and the information as furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

.....

Telephone no.

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

CONTRACT NO: MLM/TECH/14/2019/20
DESIGN AND CONSTRUCT 500 SEATER GRAND STAND FOR MOHODI SPORTS COMPLEX.
