



Construction of Creighton Sports Centre (Phase 1) in Ward 14

CONTRACT No.: PWBS- B004/21/22

(CIDB CATEGORY: 5CEPE OR HIGHER)

PROCUREMENT DOCUMENT

THE TENDER

Name of Tenderer _____

CIDB CRS Number _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

EMPLOYER:

Dr. Nkosazana Dlamini Zuma Municipality
Main Street, Creighton
P.O Box 62
Creighton
3263
Tel: (039) 833 1038
Fax: (039) 833 1179

CONSULTING ENGINEERS:

Masakhekulunge Project Managers
18602, Marine Drive, Manaba
P.O Box 464
Margate
4275
Tel: 039 312 0856
Fax: 086 527 3071

TENDER CLOSES ON 25 May 2021 @ 12h00



**EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK**

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DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CONTRACT No.: PWBS-B004/21/22

Contract period: 6 months

Construction of Creighton Sports Centre (Phase 1) in Ward 14

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:.....

Tender amount (as stated in the Form of Offer): R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 6 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name (Print):

Telephone No: **Fax No:**

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE:

(of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER



DR. NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CIDB CATEGORY: 5CEPE OR HIGHER

PROJECT NAME: CONSTRUCTION OF CREIGHTON SPORTS CENTRE (PHASE 1)

**BID NOTICE
CONTRACT NO: PWBS- B004/21/22**

1. BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the **CONSTRUCTION OF CREIGHTON SPORTS CENTER (PHASE 1)** within Dr Nkosazana Dlamini – Zuma Municipality (KZN 436). The adjudication of the bids will be done in terms of the Preferential Procurement Regulations, 2011 Pertaining to Preferential Procurement Policy Framework (Act No. 5 of 2000) and will be based on the Functionality (detailed functionality is available on www.ndz.gov.za) and 80/20 points system. Preferential points will be awarded to Service Providers using their B-BBEE status level of contribution.

PRE-QUALIFICATION

The municipality will only accept the bids from bidders who are EME or QSE with level 1 contributor BBBEE level owned by 51% women or 51% youth and people with disability.

2. DOCUMENTS

Bid Documents will only be made available at the date of bid briefing **25 May 2021 from 08h00 to 10:00** and will be issued upon payment of a **non-refundable** deposit of **R437-00 per document**. Only cash or bank guaranteed cheques will be accepted. All cheques must be made out to Dr Nkosazana Dlamini – Zuma Local Municipality.

3. THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH BID

- Valid original tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidder and its directors are not owing municipal services.
- Certified copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Certified copy of B-BBEE certificate / Certified Affidavit
- Certified copies of ID's.
- Form of offer
- MDB 1,4,6.2, 8 ,9 and ANNEXURES C, D & E fully completed.
- Registration with CSD
- CIDB GRADE : 5CE or Higher

T1.2 TENDER DATA

N.B: The stipulated minimum threshold for local production and content for this quotation is as following:

Industry/sector/sub-sector	Minimum threshold for local content
<ul style="list-style-type: none">• Plastic Pipes• Steel Value added Products• Pump medium Voltage (MV) Motor & Associated• Valve products• Electrical• Textile & Clothing• Furniture Products	<ul style="list-style-type: none">• 100%• 100%• 70% • 100%70% - 90%100%65% - 100%

Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

4. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails by **no later than 14/05/2021** and responses will be made available on our website (www.ndz.gov.za) by **no later than the 19/05/2021**:

mngadis@ndz.gov.za

holiwen@ndz.gov.za

dlaminiz@ndz.gov.za

Procedure related enquires : Miss N. Holiwe

Technical Enquiries : Mr S.V Mngadi or Mr Z. Dlamini

Dr Nkosazana Dlamini Zuma Municipality

Tel No: 039 833 1038

P O Box 62

Fax No:(039) 833 1179

Creighton

3263

5. CLOSING DATE

The closing date for the bid is **25 May 2021**, Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope:

NB: The offers must remain valid for 90 days from the closing date for submission of bids

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.

Mr N.C Vezi
MUNICIPAL MANAGER

T1.2 TENDER DATA

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)
INVITATION TO BID

BID NUMBER: **PWBS-B004/21/22** BRIEFING DATE: **N/A** CLOSING TIME: **25 May 2021 @ 12h00**

DESCRIPTION: **CONSTRUCTION OF CREIGHTON SPORTS CENTRE**
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
 SITUATED AT (STREET ADDRESS)

MAIN STREET

CREIGHTON, 3263

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS

B-BBEE STATUS LEVEL VERIFICATION
 CERTIFICATE
 [TICK APPLICABLE BOX]

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

Yes No
 [IF YES ENCLOSE PROOF]

2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

Yes No
 [IF YES, ANSWER PART B:3]

3. TOTAL NUMBER OF ITEMS OFFERED

4. TOTAL BID PRICE R

5. SIGNATURE OF BIDDER

6. DATE

7. CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT: BTO
 CONTACT PERSON: Miss N Holiwe
 TELEPHONE NUMBER: 039 833 1039
 FACSIMILE NUMBER: 086 583 235
 E-MAIL ADDRESS: holiwen@ndz.gov.za

CONTACT PERSON: Mr S.V Mngadi or Mr Z.L Dlamini
 TELEPHONE NUMBER: 039 833 1039
 FACSIMILE NUMBER:
 E-MAIL ADDRESS: mngadis@ndz.gov.za or dlaminiz@ndz.gov.za

T1.2 TENDER DATA

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. This document is obtainable separately.

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

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 GENERAL

F.1.1 Actions

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

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 the 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, will not form part of any contract arising from the invitation to tender.

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 will 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 Contract 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 will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

T1.2 TENDER DATA

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

Only those tenderer's who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

The tenderer shall, when requested by the Employer to do so, submit the 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 the eligibility criteria.

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 comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize them 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 working days before the closing time for submission of tenders stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

T1.2 TENDER DATA

F.2.10 Pricing the Tender Offer

- F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.
- F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

- F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements 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, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.
- F.2.13.3 Submit 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 (and all copies, if applicable) 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 signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal".

T1.2 TENDER DATA

-
- Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of 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, may be regarded by the Employer as being 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 will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions 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 total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.
- 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), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Tender Offer as being non-responsive.
- F.2.18.2 Dispose of samples of materials, where required.
- F.2.19 Inspections, tests and analyses**
- Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

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- F.2.20 Submit securities, bonds, policies, etc.**
- If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.
- F.2.21 Check final draft**
- Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
- F.2.22 Return of other tender documents**
- If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.
- F.2.23 Certificates**
- Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.
- F.3 EMPLOYER'S UNDERTAKINGS**
- The Employer undertakes to:*
- F.3.1 Respond to clarification**
- Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.2 Issue addenda**
- If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied 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 public 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 name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

T1.2 TENDER DATA

- F.3.5 Two-envelope system**
- F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.
- F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.
- Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**
- Not to 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, on opening and before detailed evaluation, whether each Tender Offer properly received:
- (a) complies with the requirements of the Conditions of Tender;
 - (b) has been properly and fully completed and signed, and
 - (c) is responsive to the other requirements of the tender documents.
- F.3.8.2 Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would
- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
 - (b) change the Employer's or the Tenderer's risks and responsibilities under the contract, or
 - (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- F.3.9 Arithmetical errors**
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 words shall govern.
 - (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there

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- is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.

2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Tender Offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

F.3.11 Evaluation of Tender Offers

- F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: In the case of a Financial Offer:

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.

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- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

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

$$N_{fo} = W1 \times A$$

Where N_{fo} = is the number of tender evaluation points awarded for the financial offer;

$W1$ = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in table below as stated in the tender data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	P/P_m
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	P_m/P

P_m = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that 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, notify other Tenderers that their Tender Offers have not been accepted.

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F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) 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 as soon as possible 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 Complete adjudicator's contract

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

F.3.18 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.

NB : IN ACCORDANCE WITH THE MUNICIPAL SUPPLY CHAIN POLICY, SERVICE PROVIDERS WILL NOT BE AWARDED MORE THAN THREE PROJECTS PER FINANCIAL YEAR, REGARDLESS OF THE SERVICE PROVIDER QUALIFY ACCORDING TO GRADING LEVELS.

T2.2: LIST OF RETURNABLE DOCUMENTS

T1.2.2: TENDER DATA

1. GENERAL

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause No.

F.1.1 The Employer is **DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY**.

F.1.2 Tender Document

(a) The Tender Document issued by the employer consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender
T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents
T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance
C1.2: Contract Data
C1.3: Form of Guarantee
C1.4: Agreement with adjudicator
C1.5: Agreement in terms of the OHSA No 85 of 1993

Part 2: Pricing Data

C2.1: Pricing Instructions
C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

C6: Site information

Part 7: Annexures

C7: Annexures

(b) Drawings.

(c) "General Conditions of Contract for Construction Works – 2nd Edition 2010 issued by the South African Institution of Civil Engineering. (Short title "General Conditions of Contract 2010"). This document is obtainable separately, and Tenderers shall obtain their own copies.

T2.2: LIST OF RETURNABLE DOCUMENTS

- (d) **“Standard Specifications for civil works to be used as per SABS 1200: section for earthworks is SANS 1200DM, section for stormwater drainage is SANS 1200LE.**
- (e) This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's agent is:

Name : Masakhekulunge Project Managers
Address : 18602, Marine Drive, Manaba, 4275
P.O. Box 464, Margate, 4275
Tel. : 039 312 0856
Fax : 086 527 3071
email address: admin@masakhekulunge.co.za

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **5CEPE OR HIGHER** as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

T2.2: LIST OF RETURNABLE DOCUMENTS

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

Not Applicable

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
 - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
 - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
 - (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
 - (v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Tender Offer

- F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

T2.2: LIST OF RETURNABLE DOCUMENTS

- F.2.13.3 Tender offers shall be submitted as an original only.
- F.2.13.5 Delivery of Tender
- The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- Location of tender box: **Foyer of Dr. Nkosazana Dlamini Zuma Municipality offices**
Physical address: **Main Street, Creighton, 3263**
Identification details: **Construction of Creighton Sports Centre– Contract No.: PWBS- B004/21/22**
- F.2.3.5 A two-envelope procedure will not be followed.
- F. 2.15 Closing Time**
- The closing time for submission of Tender Offers is **12h00, on 25 May 2021**
- Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.
- F. 2.16 Tender validity**
- The Tender Offer validity period is 90 days from the closing time for submission of tenders.
- F.2.19 Inspection, tests and analysis**
- Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
- F.2.22 Return of Tender Documents**
- Not applicable.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.2.23 Certificates must be submitted with the bid

The bidder shall attach to this page the following:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary)	
<p>c) Submit proof that the bidders and its directors are not owing municipal services.</p> <ul style="list-style-type: none"> - Attach updated municipal rates statement not in arrears for more than 90 days Or -Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord. Or - Attach a letter of exemption from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates(if the address is the same as yours) and attach the copy of the Municipal rates for the above mentioned. - Or - Attach copy of a marriage certificate if Municipal account is under your spouse. 	
c) Form of offer fully completed	
d) MBD 1,4,6,2,8,9 and Annexures C,D & E fully completed	

NB: Failed to submit the above documents your tender will be disqualified

DOCUMENTS TO BE SUBMITTED	TICK
a) Certified Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit	
d) Certified copies of Identification documents of all members/directors of the entity	

T2.2: LIST OF RETURNABLE DOCUMENTS

Stage 1: Scoring quality (functionality)

Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

Points

1. Relevant Experience of Enterprise = 35
2. Experience of Key Personnel = 40
3. Availability of relevant plant and equipment resources = 25

Total = 100

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	VERIFICATION METHOD
Relevant Experience of the contractor in Sportsfield construction or similar works	3 x completed Sports Field construction and rehabilitation projects) or similar Civil works in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	35	Appointment letter and Letter of reference
	2 x completed Sports Field construction and rehabilitation projects) or similar Civil works in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	20	Appointment letter and Letter of reference
	1 x completed Sports Field construction and rehabilitation projects) or similar Civil works in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	10	Appointment letter and Letter of reference
<i>If the bidder cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected.</i>			
Qualifications and CV's of Contracts Manager	National Diploma in Civil Engineering or Project Management with 3 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 2 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 1 year experience in Sports Field Construction and rehabilitation of Sports Field	5	Certified copy of qualification to be attached with detailed CV
Qualifications and CV's of Site Agent	National Diploma in Civil Engineering or in Built Environment with 3 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	15	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or in Built Environment with 2 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or in Built Environment with 1 year experience in Sports	5	Certified copy of qualification to be

T2.2: LIST OF RETURNABLE DOCUMENTS

	Field Construction and rehabilitation of Sports Field and other related Civil works		attached with detailed CV
CV's of Site Foreman	10 or more years of experience in Sports Field s and rehabilitation of Sports Field and other related Civil works	15	Detailed CV to be attached with clear experience and reference
	5- 9 years of experience in Sports Field s and rehabilitation of Sports Field and other related Civil works	10	Detailed CV to be attached with clear experience and reference
	1-4 more years of experience in Sports Field s and rehabilitation of Sports Field and other related Civil works	5	Detailed CV to be attached with clear experience and reference
Availability of relevant plant and equipment (Resources)	If the bidder owns all the required construction plant and equipment for construction of Sports Field (Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook)	25	Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase
	If the bidder owns some of the plant & Equipment and will hire the other required plant & Equipment for construction of Sports Field (Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook and pro-forma agreement with plant hire)	15	Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase + Pro-forma agreement with plant hire
	If the bidder will hire all the required plant and equipment for the construction of Sports Field (Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller). (pro-forma agreement with plant hire)	10	Pro-forma agreement with plant hire

T2.2: LIST OF RETURNABLE DOCUMENTS

Stage 2: Preferential Points

The scores of the evaluators will then be averaged, weighed and totaled to obtain the final score for quality.

- a) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of tender evaluation points awarded for the financial offer;
- W1 = 80 points for rand value less than R 50 000 000-00;
- Pm = the rand value of the lowest comparative offer;
- P = the rand value of the Tender Offer under consideration.

- b) Scoring Preferences

The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderers scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPFA, Act 5 of 2000).

Points awarded will be according to a tenderers B-BBEE status level of contributor and summarized in the table below:

Table F.2: Preference Points based on B-BBEE status level of contributor

Status Level of contributor	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

T2.2: LIST OF RETURNABLE DOCUMENTS

Eligibility for preference points is subject to the following conditions:

- a) A tenderers scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of Dr Nkosazana Dlamini Zuma Municipality.

F.3.12 Acceptance of Tender Offer

F.3.12.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (b) A valid original Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission;
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges

T2.2: LIST OF RETURNABLE DOCUMENTS

- (i) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The tenderer has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13

Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is **ONE**.

T2.2: LIST OF RETURNABLE DOCUMENTS

T2: RETURNABLE DOCUMENTS

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T2.2: LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES:

- A COMPULSORY ENTERPRISE QUESTIONNAIRE
- B RECORD OF ADDENDA TO TENDER DOCUMENTS
- C CERTIFICATE OF AUTHORITY FOR SIGNATORY
- D PLANT AND EQUIPMENT
- E EXPERIENCE OF TENDERER
- F PRESENT COMMITMENTS
- G PROPOSED SUBCONTRACTORS
- H KEY PERSONNEL
- I CURRICULUM VITAE OF KEY PERSONNEL
- J PRELIMINARY PROGRAMME
- K AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- L CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- M CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- N TAX CLEARANCE CERTIFICATE
- O TENDERER'S FINANCIAL STANDING
- P FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- Q DECLARATION OF INTEREST
 - PREFERENCE POINT CLAIM FORM (MBD 6.1)
 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATION SECTION (MBD 6.2)
 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
- R RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
 - CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
- S PROOF OF REGISTRATION WITH CSD
 - PROOF OF PURCHASE OF TENDER DOCUMENTS.
 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
 - SKILLS DEVELOPMENT LEVY CERTIFICATE
 - WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE
 - UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
 - FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule in T2.2.2.

The following schedules and forms may or will be incorporated into the Contract:

- PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN T2.2.2

T2.2: LIST OF RETURNABLE DOCUMENTS

A: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following*:

T2.2: LIST OF RETURNABLE DOCUMENTS

Name of sole proprietor, partner, directors, manager, principal share holder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary.

Section 7. Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following*:

T2.2: LIST OF RETURNABLE DOCUMENTS

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary.

The undersigned, who warrants that he/she is dully authorised to do so on behalf of the enterprise:

- i. authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combatting of Corrupt Activities Act of 2004;
- iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE: _____ Date: _____
 (of person authorised to sign on behalf of the Tenderer)

Name: _____ Position: _____

Enterprise name: _____

T2.2: LIST OF RETURNABLE DOCUMENTS

B: RECORD OF ADDENDUM TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

C: CERTIFICATE OF AUTHORITY

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy
 attached) taken on 20.....,
 Mr./Ms, acting in the capacity of
, was authorised to sign all documents in connection with this tender
 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
hereby authorise Mr/Ms....., acting in
 the capacity of, to sign all documents in
 connection with the tender for **Contract No.**..... and any contract resulting
 from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, hereby authorise Mr./Ms acting in the capacity ofto sign all documents in connection with the tender for Contract No..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No.....and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

T2.2: LIST OF RETURNABLE DOCUMENTS

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole
owner of the business trading as.....

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

T2.2: LIST OF RETURNABLE DOCUMENTS

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]

T2.2: LIST OF RETURNABLE DOCUMENTS

D: PLANT AND EQUIPMENT

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

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

E: EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

A copy of the appointment letter and letter of reference for all the completed projects must be attached here by the tenderer to be eligible for quality points.

Reference letters indicating the quality of work, cash-flow and time frames must be attached.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required.

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

F: PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

Signature:..... Date:
(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

G: PROPOSED SUBCONTRACTORS

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

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

In support of the LED and SCM policy of the Municipality, a project that's is CIDB Grade 3 and higher shall sub- contract to local SMME 10% of the tender value (excluding contingencies but inclusive of VAT).

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

H: KEY PERSONNEL

Contractors shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

T2.2: LIST OF RETURNABLE DOCUMENTS

I: PRELIMINARY PROGRAMME AND CONSTRUCTION METHODOLOGY

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS / MONTHS											

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

TENDERS MUST ALSO ATTACH THEIR CONSTRUCTION METHODOLOGY TO BE ELEGIBLE TO BE AWARDED QUALITY SCORE NOT EXCEEDING A MAXIMUM OF 4 PAGES

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

J: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the tenderer, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

T2.2: LIST OF RETURNABLE DOCUMENTS

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

K: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

T2.2: LIST OF RETURNABLE DOCUMENTS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
 -
 -
 -

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
-
-
-

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURABLE DOCUMENTS

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1]

T2.2: LIST OF RETURNABLE DOCUMENTS

L: PROOF OF CIDB REGISTRATION

[The Tenderer shall attach hereto Proof of Registration with CIDB].

T2.2: LIST OF RETURNABLE DOCUMENTS

M: TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank:Branch:

Account number:Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: DATE

(of person authorised to sign on behalf of the Tenderer)

T2.2: LIST OF RETURNABLE DOCUMENTS

N: TAX CLEARANCE CERTIFICATE

[The Tenderer shall attach hereto A VALID AND ORIGINAL TAX CLEARANCE CERTIFICATE AND COMPLIANCE PIN].

T2.2: LIST OF RETURNABLE DOCUMENTS

O: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

T2.2: LIST OF RETURNABLE DOCUMENTS

P: DECLARATION OF INTEREST (MBD 4)

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

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

3.2. Identity Number:.....

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

3.4. Company Registration Number:.....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:.....

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

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

3.8.1. If yes, furnish particulars.....
.....

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

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

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

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

3.9.1. If yes, furnish particulars.....
.....

T2.2: LIST OF RETURNABLE DOCUMENTS

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

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

.....

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

3.11.1. If yes, furnish particulars

.....

.....

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

3.12.1. If yes, furnish particulars.

.....

.....

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

3.13.1. If yes, furnish particulars.

.....

.....

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

3.14.1. If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T2.2: LIST OF RETURNABLE DOCUMENTS

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS PURCHASES

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

T2.2: LIST OF RETURNABLE DOCUMENTS

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.

T2.2: LIST OF RETURNABLE DOCUMENTS

3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.

6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

7. BID DECLARATION

7.1 Bidders who claim points in respect of BEE must complete the Bid Declaration at the end of this form.

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

T2.2: LIST OF RETURNABLE DOCUMENTS

**10. MUNICIPAL INFORMATION
 (DISCTRICT MUNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT**

District Municipality where business is situated:

Registered Account No:

Stand No:

(LOCAL MUNICIPALITY ACCOUNT) *RATES, REFUSE, ELECTRICTY ACCOUNTS

Local Municipality where business is situated:

Registered Account No:

Stand No:

11 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

12 Consortium / Joint Venture

12.1 In the event that preference points are claimed for BEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner

12.2 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the BEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

T2.2: LIST OF RETURNABLE DOCUMENTS

- (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

WITNESSES:

- 1.
- 2.

..... Signature(s) of bidders

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

T2.2: LIST OF RETURNABLE DOCUMENTS

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Industry/sector/sub-sector	Minimum threshold for local content
<ul style="list-style-type: none"> • Plastic Pipes <ul style="list-style-type: none"> ○ PVC Pipes ○ HDPE • Steel Value added Products <ul style="list-style-type: none"> ○ Fabricated Structural Steel ○ Reinforced bars ○ Sheets ○ Gutters, Down Pipes ○ Fasteners ○ Wire product (Fence and Gates) ○ Frames ○ Hoop Irons and straps ○ Ducting & structural pipework • Pump medium Voltage (MV) Motor & Associated • Valve products <ul style="list-style-type: none"> ○ Ball/Gate valve • Electrical <ul style="list-style-type: none"> ○ Prepaid Meter ○ Electrical Cables • Textile & Clothing • Furniture Products 	<ul style="list-style-type: none"> • 100% <ul style="list-style-type: none"> ○ 100% ○ 100% • 100% <ul style="list-style-type: none"> ○ 100% ○ 100% ○ 100% ○ 100% ○ 100% ○ 100% ○ 100% ○ 100% ○ 100% ○ 100% • 70% • 100% <ul style="list-style-type: none"> ○ 100% • 70% - 90% • 70% • 90% 100% 65% - 100%

3. Does any portion of the goods or services offered have any imported content?
 (Tick applicable box)

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

T2.2: LIST OF RETURNABLE DOCUMENTS

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as

T2.2: LIST OF RETURNABLE DOCUMENTS

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

T2.2: LIST OF RETURNABLE DOCUMENTS

SATS 1286.2011

Annex D

Annex D - Supporting Schedule to Annex C

(D1) Tender No.				
(D2) Tender description:				
(D3) Designated Products:				
(D4) Tender Authority:				
(D5) Tendering Entity name:				
(D6) Tender Exchange Rate:		Pula	EUR R 9,00	GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	Local value of payments
(D51)					(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

T2.2: LIST OF RETURNABLE DOCUMENTS

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		<div style="border: 1px solid black; padding: 2px;"> Note: VAT to be excluded from all calculations </div>
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	<div style="background-color: black; color: white; padding: 2px;">Manpower costs</div> (Tenderer's manpower cost)	R 0
(E11)	<div style="background-color: black; color: white; padding: 2px;">Factory overheads</div> (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<div style="background-color: black; color: white; padding: 2px;">Administration overheads and mark-up</div> (Marketing, insurance, financing, interest etc.)	R 0
	(E13) Total local content:	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

T2.2: LIST OF RETURNABLE DOCUMENTS

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2: LIST OF RETURNABLE DOCUMENTS

R: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes: Electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide an original/certified copy of certificate from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
3. In the case where it is not possible for a tenderer to obtain the certificate in (2) above from its landlord, the tenderer is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

T2.2: LIST OF RETURNABLE DOCUMENTS

S: PROOF OF REGISTRATION WITH CSD

[The Tenderer shall attach hereto the Proof of Registration with CSD].

Clause 5.13.1: The penalty for failing to complete the Works is **R2 000 per calendar day** until completion is reached

- Removal of plant from site without engineers consent – **R 1000 per calendar day**
- Late payment of local labour by 30 days from date of payment – **R 1000 per calendar day**

Clause 5.16.3: The latent defect period is 10 years for civil engineering works

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is 80%

Clause 6.10.3: The retention money is 10% of the contract value. This retention will be released in two stages, i.e. at practical completion stage and after the defects liability period has lapsed. This emphasizes that the municipality will release 5% at the final claim.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be Included in the insurance sum is R 100 000.00

Clause 8.6.1.3: The limit of indemnity for liability insurance is R2 000 000.00

B: DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No DATA BY CONTRACTOR

Clause 1.1.1.9: **Name of Contractor:**

Clause 1.2.1.2: **Address of Contractor:**

Physical: Postal:

.....

E-mail:

Telephone No: Fax No:

4.6.3 The variations in cost of special materials will be based on the following:

<u>Special Material</u>	<u>Unit</u>	<u>Rate or Price</u>
.....
.....
.....

C1.3: FORM OF GUARANTEE

C1.3: FORM OF GUARANTEE

C1.3.1: PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

"Contract Sum" means: The accepted amount inclusive of tax of R.....

"Amount in words:

"Guaranteed Sum: means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

C1.3: FORM OF GUARANTEE

- 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in a n Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contract stating that a period of seven (7) days has elapsed since the first written demand I terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, The Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and or the provisional/ final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release form this Performance Guarantee on account of any conduct

C1.3: FORM OF GUARANTEE

alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expired in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South African the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

C1.4: ADJUDICATOR'S CONTRACT

C.1.4.1: DISCLOSURE STATEMENT

Contract : _____

Contractor : _____

Employer : _____

Engineer : _____

Dear Sirs

I am willing available to serve as (*ad-hoc/standing*) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project.

I do not have any financial interest in this project.

I am not currently employed by the contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative, member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: _____

Signature: _____

C1.4.2: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member:

Contractor:

Employer

The contractor and the Employer will hereinafter be collectively referred to as the Parties.

The parties entered into a contract for which provides that a dispute under or in connection with the General Condition of Contract for Construction Works, Second Edition 2010, must be referred to

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Condition of Contract for Construction Works Adjudication Board Rules and Agreement.
2. The adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spend upon or in connection with the Adjudication including time spent travelling:
 - a. A monthly retainer of for of months, and / or
 - b. A daily fee of based on a hour day, and/or
 - c. A hourly fee of ,and/or
 - d. A non – recurrent appointment fee of which shall be accounted for in the final sums payable

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost

Upon submission of an invoice for fees and expenses to the Parties, the shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:.....

Place:

Date:.....

Employer's signature:

Employer's name:.....

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:.....

Place:

Date:

**Delete the inapplicable part*

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
.....

in his capacity as:

AND:
.....

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT NO.: _____: **Creighton Sports Centre (phase 1) In Ward 14**, for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to

C.1.5: OHS

comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps- as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps- may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps- it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the
CONTRACTOR on this the day of 20.....

SIGNATURE:

.....

NAME AND SURNAME:

CAPACITY:.....

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER**
on this day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

2.1 PRICING INSTRUCTION

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
Pa	=	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

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

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

2.1 PRICING INSTRUCTION

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
11. All prices and rates entered in the Bill of Quantities must be excluding Value Add Tax (VAT) will be added last on the summary page of the Bill of Quantities
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
14. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will lead the Tenderer to be disqualified. **Bracketing of rates, failure to complete items on the bill of quantities and leaving items blank or dashed will also lead to the tenderer to be disqualified.**
15. Only a rand value, nil and zero will be considered in the bill of quantities.

C2.2 : BILLS OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS 1200 A	SECTION 1				
		PRELIMINARIES AND GENERAL				
100,00	8,30	FIXED CHARGES AND VALUE RELATED ITEMS				
101,00	8,30	Fixed Charges				
101,01	8.3.1	Contractual Requirements	Sum	1,00		
101,02		Sureties	Sum	1,00		
101,03		Insurance of works,etc. and damage to persons and property	Sum	1,00		
101,04		Third Party Insurance	Sum	1,00		
101,05		Workman's Compensation	Sum	1,00		
101,06		Access (subclause 5.5)	Sum	1,00		
101,07		Dealing with water (subclause 5.5)	Sum	1,00		
101,08		Ablution and Latrine Facilities	Sum	1,00		
101,09		Tools and Equipment	Sum	1,00		
101,10		Services connection fee (Water Supplies,Electrical connection)- Payment made against production of service provider invoice for connection Power and Communications	Sum	1,00		
101,11		Allow for percentage on above to cover overheads and profit	%		%	
101,12	8.3.2.1	Notice Board	Sum	1,00		
101,13		Establishment of Facilities on the Site	Sum	1,00		
101,14		Removal of Site Establishment	Sum	1,00		
101,15		Other Fixed Charge Obligations	Sum	1,00		
102,00	8,40	TIME RELATED ITEMS				
102,01	8.4.1	Contractual Requirements	Sum	1,00		
102,02		Offices and storage sheds	Sum	1,00		
102,03		Supervision for Duration of Contract	Sum	1,00		
102,04		Setting Out	Sum	1,00		
102,05		Watching and Lighting	Sum	1,00		
102,06		Care of Works,Damage to Persons and Property	Sum	1,00		
102,07		Clearance of Site during Construction and on Completion	Sum	1,00		
103,00	8.4.2.1	<u>Facilities for Contractor for the duration of Construction,except where otherwise stated</u>				
103,01		Protection of Underground Services	PC Sum	1,00	R 50 000,00	R 50 000,00
103,02		Allow for access to site and stormwater management	PC Sum	1,00	R 200 000,00	R 200 000,00
103,03		Allow for work to be Undertaken by a Nominated Laboratory for Testing of Materials as Directed by Engineer	PC Sum	1,00	R 5 000,00	R 5 000,00
103,04		Allow for payment Community Liason Officer (CLO)	PC Sum	1,00	R 30 000,00	R 30 000,00
103,05		Allow for percentage on above to cover overheads and profit	%		%	
103,06		Allow for payment for PSC per sitting/attendance	PC Sum	1,00	R 100 000,00	R 100 000,00
103,07		Allow for percentage on above to cover overheads and profit	%		%	
103,08		Allow for payment Community Student (S4)	PC Sum	1,00	R 36 000,00	R 36 000,00
103,09		Allow for percentage on above to cover overheads and profit	%		%	
103,10		Contractor's initial obligation in respect of the OHSA and Construction Regulations	Sum	1,00		
103,11		Contractor's time related obligation in respect of the OHSA and Construction Regulations	Sum	1,00		
103,12		Submission of Health and safety file	Sum	1,00		
103,13		Allow for work to Undertaken by nominated environmental consultant for conducting EIA, full compliance with EMP specification and supervision during construction as directed by Project Manager.	PC Sum	1,00	R 200 000,00	R 200 000,00
103,14		Allow for percentage on above to cover overheads and profit	%		%	
103,15		Allow for survey and submission of as-built survey data	PC Sum	1,00	R 100 000,00	R 100 000,00
103,16		Allow for geotechnical investigation data	PC Sum	1,00	R 50 000,00	R 50 000,00
Total Carried Forward						

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought Forward						
104,00		DAYWORKS				
104,01		Labour				
		01 Unskilled Labour	hr	20,00		
		02 Skilled Labour (artisans)	hr	20,00		
		Construction Plant				
104,02		(i) Grader	hr	15,00		
104,03		(ii) TLB	hr	10,00		
104,05		(iii) Dozer	hr	5,00		
104,06		(iv) Smooth drum roller (10 TON roller)	hr	15,00		
104,07		(v) Tipper Truck (10m ³)	hr	20,00		
104,08		(vi) Excavator	hr	15,00		
104,09		(vii) Water tanker (16 000L)	hr	15,00		
104,10		(viii) Padfoot roller (12 tonnes)	hr	15,00		
105,00		Allow for proving of existing services	Sum	1,00		
106,00		Allow for compliance with environmental requirements	Sum	1,00		
107,00		Allow for approved landfill site	Sum	1,00		
108,00		Allow for work to Undertaken by nominated Health and Safety consultant for conducting Covid 19 full compliance with gear specification and supervision during construction as directed by Project Manager.	PC Sum	1,00	R 150 000,00	R 150 000,00
		Allow for percentage on above to cover overheads and profit	%		%	
Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 2				
	SABS	BILL NO. 1				
200,00		EARTHWORKS				
201,00		Clear site for all rub, shrubs debris etc	m ²	583,3		
202,00		EXCAVATION,FILLING,ETC				
202,00		EXCAVATION FOR BULK EARTHWORKS				
		Excavation for bulk earthworks for platform not exceeding 2m deep	m ³	86,3		
202,01	1200 DA	Excavation in earth not exceeding 1m deep				
	8.3.1(b)	01 Trenches	m ³	115,2		
		02 Pit holes for septic tank	m ³	60,0		
202,02		Extra over trench excavation in earth for excavation in				
		01 Soft rock	m ³	15,0		
		02 Intermediate rock	m ³	30,0		
		03 Hard rock	m ³	20,0		
202,03		Extra over all excavations for carting away				
		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m ³	50,0		
202,04		Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 95% Mod. AASTHO Density.				
		01 Backfilling to trenches, holes, etc	m ³	42,3		
202,05		Earth filling supplied by the contractor compacted to 95% Mod AASTHO density.				
		01 Backfilling to holes, etc	m ³	5,0		
		Coarse river sand filling supplied by the contractor				
		25mm thick under floors etc	m ²	316,2		
202,04		Compaction of surfaces				
202,04	5.2.3.2	Compaction of ground surface under floors etc including scarifying for a depth of 150mm , breaking down oversize material, adding suitable materil where necessary and compacting to 95% Mod AASHTO density.	m ³	47,4		
202,05		Risk of collapse of excavations				
		Sides of trench and hole excavations not excavations not exceeding 1.5m deep	m ²	383,9		
202,06		Keeping excavations free of water				
		01 Keeping excavations free of all water other than subterranean water	Sum	1,00		
202,07		Soil Insecticide:				
		01 Soil poisoning to be carried out by a registered pest control company and certificate to be supplied				
		02 To horizontal surfaces,etc.including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m ²	230,3		
202,07		Allow for compaction tests to be performed by specialist	No	5,00		
Total Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 2				
	SABS					
	1200 GB	BILL NO. 2				
203,00		CONCRETE, FORMWORK AND REINFORCEMENT				
204,00	5,30	CONCRETE				
204,01		MASS CONCRETE				
		Concrete (20 MPa) in:				
		01 Concrete foundations	m ³	26,5		
		REINFORCED CONCRETE				
204,02		Reinforced concrete (25 MPa)				
		01 Concrete floor slab	m ³	31,8		
		02 Concrete to suspended floors	m ³	10,50		
		03 Concrete apron slab	m ³	5,17		
		04 Stairs including landings, risers, beams,etc	m ³	3,00		
		05 Concrete on walkways	m ³	4,50		
204,03	5,20	FORMWORK				
205,04	5.2.1(a)	Rough formwork:				
		01 Edges,risers,ends and reveals not exceeding 300 mm high	m ²	39,91		
205,00	3,60	FABRIC REINFORCEMENT				
205,01		01 Ref 193 Mesh(measured net)	m ²	339,42		
		02 Steel reinforcing	Ton	1,20		
206,00		MOVEMENT JOINTS				
206,01		Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces.				
		01 10mm Joints not exceeding 300mm high.	m	86,10		
Total Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 3</u>				
		<u>BRICKWORK:</u>				
		<u>Sizes in descriptions</u>				
		Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.				
		<u>Face bricks</u>				
		Bricks shall be ordered timeously to obtain uniformity in size and colour.				
		<u>Pointing</u>				
		Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, ect.				
207,00		<u>FOUNDATIONS</u>				
207,01		Brickwork of extra hard burnt clay bricks in (4:1) cement motar with all joints grouted in solid with liquid cement motar.				
		01 One brick walls	m ²	147,8		
		02 One brickwall for septic tank including sealing	m ²	64,00		
207,02		<u>SUPERSTRUCTURE</u>				
		<u>Brickwork of burnt clay bricks in (6:1) cement mortar</u>				
		01 One brick wall backwashed with cement motar and bitumen seal	m ²	597,1		
		02 Ditto for seats	m ²	22,13		
		03 Half brick wall	m ²	151,42		
		04 Half brickwall in beam filling	m ²	9,86		
207,04		<u>Brickwork sundries</u>				
		<u>Extra over for fair brick</u>				
207,05		<u>Precast prestressed fabricated lintels</u>				
		01 110 x 75 mm Lintels in lengths not exceeding 3m.	m	19,00		
208,01		<u>Air bricks etc</u>				
		01 230 x 160mm Cement air brick	No	22,00		
		02 233 x 175mm Foam plastic air vent	No	0,00	R 0,00	
		<u>Brickwork Reinforcement</u>				
		03 150mm wide galvanised reinforcement build in horizontally	m	1683,00		
		04 75mm wide galvanised reinforcement built in horizontally	m	345,00		
		<u>Galvanised hoop Iron cramps, ties, etc</u>				
208,02		03 32 x 1,6 mm Galvanized hoop iron strap and 1,5m long with one end fixed to timber and other end built into brickwork.	No	110,00		
209,00		<u>FACE BRICKWORK</u>				
		<u>Corobrik " Roan Travertine " blend FBS face bricks in stretcher bond pointed with recessed horizontal and verical joints</u>				
		01 Extra over brickwork for face brickwork	m ²	411,97		
		02 Extra over brickwork in beamfilling for face brickwork	m ²	14,91		
		03 Extra over brickwork for brick-on-edge header course lintel pointed on face and 110mm soffit	m	21,00		
		04 Extra over brickwork for brick-on-edge header course lintel pointed on	m	21,00		
		05 220mm Wide sill set sloping and slightly projecting	m	0,00	R 0,00	
Total Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS	SECTION 2				
		BILL NO. 4				
210,00	021:2002	WATERPROOFING				
210,01		DAMP-PROOFING OF WALLS AND FLOORS				
		<u>One layer of 375 micron embossed black polyethylene damp proof course.</u>				
		01 To walls 220 mm wide	m ²	46,51		
	7,30	<u>One layer of 375 micron "Consol or equal approved Plastics Brikgrip or equal approved DPC embossed damp proof course.</u>				
	7,3.1	02 Under surface beds	m ²	329,4		
210,02		JOINT SEALANTS ETC				
		<u>Coloured polyurethane sealing compound</u>				
		03 3 x 15mm In saw cut joints in floors	m	100,00		
		<u>Clear silicone sealing compound</u>				
		04 In joints between fittings and wall tiles	m	35,22		
		Sundries				
		Bagging and sealing the outer face of the inner skin of walls 1:3 cement and sand mixture and seal with two coats "Brixseal" bitumen emulsion waterproofing to coating:				
		05 To walls (Provisional)	m ²	295,62		
Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 5</u>				
		<u>PROFILED METAL SHEETING AND ACCESSORIES</u>				
		<u>ROOF COVERINGS ETC</u>				
210,00		01 0.58mm Chromadek IBR Profile-SAF 686 or any other equivalent approved, consealed fixing roof sheeting material with accessories.	m ²	298,30		
		02 Ridge capping	m	48,66		
210,01		<u>ROOF AND WALL INSULATION</u>				
		<u>'Sisalation 420" heavy industrial grade aluminium foil based insulation</u>				
		Insulation laid out over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m ²	298,30		
211,00		<u>RAINWATER DISPOSAL</u>				
211,01		<u>Continuous 0.6mm chromadek seamless gutters</u>				
		01 Eaves gutters	m	108,3		
		02 Extra over eaves gutter for clips brackets	No	140		
		03 Extra over eaves gutter for angle	No	4		
		04 Extra over eaves gutter for connectors	No	12		
		05 Extra over eaves gutter for outlet for 75mm pipe	No	8		
		06 75m Diameter rainwater pipes	m	24		
		07 Extra over rainwater pipe for bend	No	8		
		08 Extra over rainwater pipe for shoe	No	8		
		09 Extra over rainwater pipe for eaves or plinth offset 110m projection	No	8		
		10 Extra over rainwater pipe for swayneck offset 110m projection	No	8		
		11 Extra over eaves gutter for downpipe clips	No	16		
Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 6</u>				
		<u>CARPENTRY AND JOINERY</u>				
212,00		<u>TRUSSES, ETC.</u>				
212,01		<u>Prefabricated roof trusses manufactured by specialist including to suit 8.36m span and 17.5 degree with 0.5m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete.</u>				
212,02	01	Trusses in double hip set type 3.5m x 2.4m x 0,5mm overhang, including jack rafters permanent bracing, etc	No	62,00		
	02	38 x 114 mm Wall plate	m	98,54		
	03	50 x 76 mm Purlins	m	758,10		
	04	38 x 38 mm Brandering fixed to underneath trusses in one direction at centres no more than 450mm	m ²	579,80		
212,03		<u>Fibre cement fascias & Barge boards:</u>				
	01	80 x 200 mm Barge boards including joints and screws	m	0,00	R 0,00	
	02	225 x 10mm fascia boards including galvanised steel H-profile jointing strips.	m	108,90		
212,04		<u>Doors, etc.</u>				
	01	Standard 813 x 2032mm semi-solid core flush panel door with hardwood edges / to suit frame, all as per manufacture/ supplier.	No	21,00		
	02	44 mm Thick framed ledged braced and battened meranti Door size (813 x 2032 mm) hung to meranti frames.	No	7,00		
	03	Ditto but double doors including frames.	No	2,00		
212,05		<u>FRAMED FRAMES, ETC.</u>				
		<u>Wrought Meranti</u>				
	01	44 x 114mm Rebated frames plugged	No	7,00		
	02	Ditto for internal doors	No	21,00		
212,06		<u>Changeroom benches</u>				
	01	One brick wall in stretcher bond in 6:1 cement mortar for changeroom bench	m ²	18,00		
	02	Backfilling to cavity opening in between seat brickwork and compact	m ³	3,33		
	03	19MPa concrete to seats with smooth finish and curved edges	m ³	1,85		
Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 7</u>				
213,00		<u>IRONMONGERY</u>				
213,01		<u>HINGES,BOLTS,LOCKS,ETC</u>				
		01 32mm Open brass piano hinges	Pairs	30,00		
213,02		<u>Locks</u>				
		01 Satin chrome WC indicator bolt	No	21,00		
		02 Two lever mortice lock with striking plate	No	4,00		
		03 3 Lever single door lockset	No	5,00		
213,03		<u>DOOR STOP</u>				
		01 38mm Diameter rubber door stop plugged.	No	30,00		
213,04		<u>LETTERS, NAMEPLATES, ETC</u>				
		01 150 x 150mm anodised aluminium plate symbol with male,female, changerooms etc.	No	9,00		
213,05		<u>Bathroom, shower, fittings</u>				
		01 Pull handle	No	20,00		
		<u>Sundries</u>				
		02 Galvanised steel rail fixed to walls for disabled persons for paralell and vertical rails.	Pair	2		
Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		BILL NO. 8				
214,00		<u>METALWORK</u>				
		<u>GALVANISED STEEL WINDOWS, FRAMES ETC:</u>				
214,01		<u>Hot dipped galvanised "standard residential type" metal door frames</u>				
		01 1,6 mm Double rebated pressed buglar bar metal jamb-lining size 813 x 2032mm to siut wall 220mm wide	No	5,00		
		02 1,6 mm Double rebated pressed buglar bar metal jamb-lining size 1000 x 2032mm to siut wall 220mm wide	No	2,00		
		03 1,6 mm Double rebated pressed buglar bar metal jamb-lining size 1500 x 2032mm to siut wall 220mm wide	No	2,00		
214,02		<u>ALLUMINIUM WINDOWS, DOORS ETC.</u>				
		04 Purpose made alluminium anodised window frame overall size 1500 x 600mm high with aluminium burglar bar, projected top hung open out with 4mm monolithic annealed floated glass.	No	10,00		
		05 Purpose made alluminium anodised window frame overall size 1200 x 600mm high with aluminium burglar bar, projected top hung open out with 4mm monolithic annealed floated glass.	No	8,00		
		06 Purpose made alluminium anodised window frame overall size 600 x 600mm high with aluminium burglar bar, projected top hung open out with 4mm monolithic annealed floated glass.	No	1,00		
Carried to Final Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 2				
		BILL NO. 9				
215,00		CEILINGS ETC				
215,01		NAILED UP CEILINGS				
		01 6.4mm "Rhino" or equal approved gypsum plasterboard with Round cover strips over joints.(branderring measured elsewhere)	m ²	310,48		
		02 Fibre Cement ceiling in wet areas on ablation, bandering at 450mm centres measured elsewhere.	m ²	0,00	R 0,00	
		03 Extra over ceiling for 600 x 600mm trap door of 30 x 30mm wrought softwood rebated framing with one 30 x 300mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	2,00		
		04 "Rhino" or equal approved gypsum plasterboard comices				
		05 75mm Coved comices	m	250,82		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<u>SECTION 2</u>				
		<u>BILL NO. 10</u>				
216,00		<u>PLASTERING</u>				
216,01		<u>SCREEDS</u>				
216,02		<u>1:4 Cement plaster screeds steel trowelled on concrete</u>				
		01 25mm Thick on floors and landings	m ²	310,48		
217,00		<u>INTERNAL PLASTER</u>				
217,01		<u>15mm Cement plaster on brickwork</u>				
		01 On walls	m ²	977,34		
218,00		<u>SPECIAL FLOOR COATINGS</u>				
218,01		<u>Apply two or more coats of High Build floor coating - Flowcoat SF41 or Flowshield 1000 with non-slip grit</u>				
		01 On floors	m ²	310,48		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
219,00	SABS 967,00	SECTION 2 BILL NO. 11 PLUMBING AND DRAINAGE SUPPLEMENTARY PREAMBLES Proprietary items or materials Proprietary items or materials where specified are to be of the brand specified or other approved by the representative/ Agent				
220,00	7.2.2	SANITARY FITTINGS BATHROOM FITTINGS Prices for sanitary fittings are to include for the application of silicone sealant or equivalent wherever sanitary fittings make contact with wall finishes, floor finishes, vanity tops, bathroom fittings, etc. Vaal' Hibiscus 7023' white vitreous china rounded basin size 510 x 405mm including 1 No. 15mm "Cobra Carina 484" or equal approved basin set "Cobra 345/40" or equal approved bottle trap, Vaal 8131" or equal approved wall brackets and chrome plated anti-theft plug and spindle	No	20,00		
		02 "Daisy" vitreous china semi close coupled washdown suite colour White, comprising 90° outlet open rim pan (code: 751400) and matching 9 litre front single flush cistern (code: 710532) and including lid, fittings and flushpipe elbow with heavy double flap plastic seat.	No	23,00		
		03 Toilet holder dispenser colour white (code SA 405606)	No	23,00		
		04 Ceramic urinals including all necessary fittings	No	15,00		
221,00 221.01	967,00	PLUMBING AND DRAINAGE uPVC pipes				
		01 50mm Pipes	m	100,00		
		02 50mm Pipes chased into brickwork	m	70,00		
		03 Extra over uPVC pipes for fittings	m	25,00		
		04 50mm Bend	No	30,00		
		05 110mm pipes	m	180,00		
		06 110mm Bend	No	35,00		
221.02		WASTE OUTLETS, ETC				
		07 40mm Chromium plated brass unslotted sink waste including plug and chain as "Cobra 316-40".	No	20,00		
		TAPS, VALVES, ETC.				
		08 15mm Cobra Gala GA-670 or similar approved single lever over arm swivel outlet mixer fixed to sink (sink elsewhere measured)	No	19,00		
		08 15mm Cobra Gala GA-670 or similar approved single lever over arm swivel outlet mixer fixed to showers (sink elsewhere measured)	No	9,00		
		09 15mm Bagnoclic mixer tap wash command elbow with clinical leverage or similar approved single lever over arm swivel outlet mixer fixed to disability sinks (sink elsewhere measured)	No	2,00		
		TRAPS, ETC				
		10 40 x 40mm Butyl rubber P or S trap jointed to waste outlet fitting and to uPVC pipe including clamps.	No	21,00		
221.03		WATER SUPPLIES				
		11 Class 2 copper pipes or similar				
		12 15mm Pipes	m	70,00		
		13 20mm Pipes	m	30,00		
		Extra over Class 1 copper pipes for capillary fittings				
		14 15mm Fittings	No	45,00		
		15 22mm Fitting	No	45,00		
		TESTING				
		16 Allow for testing the whole of the plumbing and drainage installation to the approval of the Representative/ Agent	Item	1,00		
221.04		WATERPROOFING Silicone sealing White silicone non-hardening sealing compound in pointing and sealing around wash hand basin, sinks, etc, at junction with plastered walls, tiles, etc.				
		17	m	40,00		
		FIRE APPLIANCES "Chubb"				
		18 9Kg Dry powder fire extinguisher to SABS 810 with bracket encoured to the	No	6,00		
222,00		MIRRORS 6mm silvered float glass copper backed mirrors with 10mm bevelled and				
		19 Mirror 450 x 600mm high with four screws.	No.	19,00		
Total Carried Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
222,00	SABS ISO 12944 7/1998	SECTION 2 BILL NO.12 PAINTWORK				
222,01		PREPARATORY WORK TO EXISTING WORK				
222,02		PAINTWORK TO NEW WORK One coat bonding liquid and two coats interior quality PVA emulsion paint (Colour to engineers choice)				
222,03		01 On internal walls	m ²	310,48		
222,04		ON PLASTER BOARD One coat primer and two coats interior quality PVA emulsion paint				
		01 On ceilings and cornices	m ²	310,48		
		One coat bonding liquid and two coats exterior quality PVA emulsion paint				
		02' On fascias and barge boards	m ²	15,39		
		ON METAL Galvanized: Wash galvanizing with neutralising agent and rinse with clean water.				
		01 Apply One coat self-etching primer, one undercoat and two coats silthane gloss enamel paint on galvanised steel	m ²	10,00		
		ON WOOD One coat wood primer, one undercoat and two coats silthane gloss enamel				
		01 On doors	m ²	122,93		
		02 On door frames etc	m ²	185,40		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
223,00		<u>SECTION 2.</u> <u>BILL NO.13</u> <u>TILING</u> WALL TILING 245 x 195 x 4mm 'Johnson Alpine' or other approved glazed ceramic tiles fixed to adhesive and flush pointing with an approved tinted waterproofing jointing compound.				
223,01	01	On walls	m ²	6,84		
Total Carried Forward To Summary						

BILL No.	SUMMARY OF SCHEDULE OF QUANTITIES	AMOUNT
	<u>SECTION 2</u>	
1,00	EARTHWORKS	
2,00	CONCRETE, FORMWORK & REINFORCEMENT	
3,00	MASONRY	
4,00	WATERPROOFING	
5,00	ROOF COVERINGS	
6,00	CARPENTRY AND JOINERY	
7,00	IRONMONGERY	
8,00	METALWORK	
9,00	CEILINGS	
10,00	PLASTERING	
11,00	PLUMBING AND DRAINAGE	
12,00	PAINTWORK	
13,00	TILLING	
Total Carried to Final Summary		

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS 1200	SECTION 3 SPORTSFIELD BILL NO.1 EARTHWORKS BULK EXCAVATION, FILLING, ECT				
400,00						
400,01	1200 C	SITE PREPARATION				
	8.3.1	01 Site clear and grubbing	ha	1,00		
		02 Remove topsoil to nominal depth of 200mm and stockpile	m ³	3705,00		
400,02	1200 D	Bulk excavation				
	8.3.2	01 Cut to fill in all classes of materials on soccer field, and building earthworks not exceeding 4m deep to form platform. Rate to include for benching, trimming, transporting to fill on sportsfield or embankments to levels, slope and compaction to 93% Mod AASTHO Density.	m ³	4453,30		
		02 Cut to spoil or stockpile material on site, as directed by the engineer including compaction to 93% MoAASTHO Density. (Provisional)	m ³	210,00		
		03 Import G7 material from borrow pit and compact to 93% Mod AASTHO density. Rate to include hauling, transporting, spreading and processing	m ³	Rate only		Rate only
400,03		Extra over for				
		01 Soft material	m ³	60,00		
		02 Intermediate material	m ³	150,00		
		03 Hard rock	m ³	200,00		
400,04	8.3.10	01 Import approved topsoil and place 75mm thick, spread, compact slightly and prepare surface for planting of grass for soccerfield and embankments	m ³	Rate only		Rate only
		02 Spread topsoil from stockpile and raise level by 75mm, slightly compact and prepare surface for planting of grass on the soccer field and embankments.	m ³	2886,50		
400,05	1200 DM 8.3.16	Concrete drain				
		01 25MPa Reinforced concrete channel drain 1.0m wide with 100 deep, including excavation, shaping to form a V drain channel. (refer to detail).	m ³	37,00		
		02 25MPa Reinforced concrete retaining wall 1.5m high, including excavation, formwork, bidum and curing. (refer to detail).	m ³	70,00		
400,06		Grassing of soccer field platform, size 120m x 90m, etc				
		01 Supply and lay Royal blue Cynodon instant turf.	m ²	10800,00		
		Embankment Protection				
		Note: The grassing and maintenance must be done by a specialist.				
		02 Grass Maintenance including weeding, fertiliser, grass mowing every two weeks and watering at at rate of 68.0kl per week	Month	3,00		
200,07		Ancillary Works				
		01 Line marking once the grassing is completed prior to practical handover using a suitable white lime mix product to mark the sportfield lines and running track lanes. (refer to soccer field detail).				
		02 Reinstate of cut and fill embankments by spreading 75mm of topsoil from stockpile.	m ²	280,50		
		03 Supply and lay four season grass seeds to running track and banks sides as per engineers specification.	m ²	6680,00		
		04 Fertiliser at a rate of 500kg /hectare /2 months and watering at a rate of 56kl per week for a period of 3 months.	m ²	2000,00		
		Goal Posts				
		01 Supply 80mm x 4.0mm thick galvanised goal posts complete with nets including painting with white high gloss enamel paint. (movable set)	Pair	1,00		
Total Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
400	SABS 1200	SECTION 4				
		EXTERNAL WORKS				
		BILL NO.1				
401,00		BULK EXCAVATION				
401,01	DB.8.5	Excavate and backfill in all materials for bulk eathworks where depth is:				
401,02		01 (i) 0m and up to 1.0m	m³	Rate only		Rate only
402,00		GABIONS				
402,01		01 Supply all materials and labour and lay PVC coated galvanised wire cages, Rate to include for supply of sand, stones, drainage facilities, binders, connectors filling of cages.				
402,02		02 (a) Gabions 1000mm wide x 1000mm deep x 2000mm long	m³	Rate only		Rate only
403,00		IRRIGATION AND DRAINAGE (SPORTFIELD)				
		DRAINAGE				
403,01		01 Class 12 Upvc pipes				
403,02		02 160mm Pipes laid covered with bidum including trenches not exceeding 1m deep	m	230		
		WATER SUPPLIES				
403,03		03 HDPE pipes to SANS ISO 4427				
		63mm Class 6 pipes laid in and including trenches not exceeding 1m deep	m	450		
		PRESSURE PIPELINES				
403,04		04 Supply, handle and lay 40mm dia HDPE ppe class 10, including fittings	m	180		
Total Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
404,0		<u>BILL NO.2</u>				
		<u>FENCING</u>				
404,01		<u>Industrial 2.4m high ClearVu Fencing or Similar approved</u>				
		01 Supply and install 1.8m high ClearVu with spikes or similar approved fence to position including excavation, backfilling and installation of 60mm x 60mm x 2mm square posts HD Galvanised and PVC coating, 50mm x 100mm / 1.8m high 3mm wide aperture including necessary fittings. The rate shall include all necessary bolts as per manufacturer specifications complete. (Colour to be specified by Project Manager)	m	1062		
		Contractor To supply a guarantee of 5 years				
404,02		<u>Galvanised mild steel Vehicular gate</u>				
		01 Double gates size 4m x 1.8m high as per attached drawing	No	1		
404,03		<u>Galvanised mild steel pedestrian gate</u>				
		01 Single gate size 1.28m x 1.8m high as per attached drawing	No	2		
Total Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
405,00		BILL NO.3				
		PROVISIONAL SUMS				
405,01	01	Allow a Provisional Sum of R 400 000.00 for industrial complete unit 243m centrifungal Solar borehole solution including testing, 10000l tank with galvanised steel stand and 75Kw Booster pump in a lockable cage as per specialist specification.	Prov Sum	1	R 400 000,00	R 400 000,00
	02	Mark up on the above item 405.01	%	R 400 000,00	10%	R 40 000,00
Total Carried Forward to Summary						

BILL NO	SUMMARY OF SECTION 4	AMOUNT
1	BILL NO. 1	
2	BILL NO. 2	
3	BILL NO. 3	
Section 4 (Bills 1-3) Total Carried to Final Summary		

FINAL SUMMARY OF SECTIONS		
SECTION NO.	SECTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2	CHANGEROOMS	
3	SOCCER FIELDS	
4	EXTERNAL WORKS	
TOTAL AMOUNT DUE		
ADD CONTIEGENCIES @ 10%		
SUB TOTAL EXCLUDING VAT		
ADD 15% VAT		
TOTAL AMOUNT		

C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYERS OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour intensive methods.

C3.1.2 OVERVIEW OF THE WORKS

The scope of work will involve the formalization of an existing sport field. Included on the scope of work are:

- Construction of (120m x 90m) soccer field complete with artificial grass, goal posts with nets and grassed 6 lanes of running track.
- Construction of (30m x 17m) netball/ basketball combo court with asphalt topping including poles with nets and marking.
- Construction of (43.54m x 9.07m) changerooms and ablution block complete with (public toilets 4 males - 8 female, 4 each changeroom, 5 urinals for public males, 10 urinals for both changerooms, and 2 toilets for disabled persons) including referee's room, storeroom and building to be connected to septic tank and electrical tubing.
- 554m long x 2400m high ClearVu fence or similar approved fence including all necessary grading of ground, 2 x pedestrian gates and 1x vehicle gate.
- Parking area outside the facility (80mm thick crush stone and kerbs all around to accommodate 10 cars)
- Borehole installation complete with accessories

C3.1.2.1 Extent of the Works

The extent of work involved the followings:

- a) Site clearance and bulk earthworks
- b) Grassed Sports Field (120m x 90m) with running track and poles with nets including marking
- c) Change rooms and ablutions for both M & F and disability toilet facilities including referee's room and storeroom, complete with drainage structures and finishes
- d) ClearVu fence or similar approved including two pedestrian and one vehicle gate.
- e) Parking
- f) Borehole installation

Recommended by

Mr. S.V. Mngadi
Senior Manager: Public Works and Basic Services

Approved by

Mr. N.C. Vezi
Municipal Manager

C3.1 DESCRIPTION OF WORKS

C3.1.2.2 Location of the Works

The Creighton Sports Centre is situated in Dr. Nkosazana Dlamini Zuma Local Municipality, Ward 15, at Creighton village in KwaZulu Natal Province which is approximately 47km from Dr. Nkosazana Dlamini Zuma Municipal offices in Creighton. The closest town to the project is Donnybrook which is 38km. It has the following description:

Project name	Nearest town	Latitude	longitude
Creighton Sports Centre (phase 1)	Creighton: Approximately 1,5km	30° 02' 03,71" S	29° 50 20.90" E

C3.1.3 Labour Intensive Construction

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.3.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Transportation and spoiling of all trench materials, where the disposal site is located within 1km of source;
- Cleaning and tidying up of the Site;
- Construction of all brickworks required for structures;
- Mixing and placing of concrete work;
- Precast concrete sitting
- Plantation of grass for soccer pitch

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C3.1.4 Sub-Contracting

- C3.1.4.1 Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.
- C3.1.4.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.3 as being reserved for labour intensive construction methods.
- C3.1.4.3 As required by Clause 6(4) of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.
- C3.1.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilized his best endeavors to comply therewith, authorize in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) Serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavor, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.3.3 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.3.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.