

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY



DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

UNDERBERG TOWN UPGRADE PHASE 2

CONTRACT N^o PWBS-B044/22/23

CONTRACT DOCUMENT

COMPILED BY:

SHARDESH SEWLAL ENGINEERS
1 HUNTLEY PLACE
WESTVILLE
3630



Contact Name: Mr S. Sewlal
Telephone: 082 3310 780
Email: shardesh.sewlal@shardesh.co.za

ON BEHALF OF

DR NKOSAZANA DLAMINI ZUMA
MUNICIPALITY
Main Street
Creighton
3263



Contact Name: Mr S. Mngadi
Telephone: 039 833 1038
Email: mngadis@ndz.gov.za

NAME OF CONTRACTOR	
ADDRESS OF CONTRACTOR	
TELEPHONE	
CSD No.	
CONTRACT SUM	
CIDB CRS NUMBER	



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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
COVER PAGE		
CONTENTS		(i) to (ii)
FOREWORD		(iii)
SUMMARY FOR TENDER OPENING PURPOSES		(iv)
THE TENDER		
PART T1	TENDERING PROCEDURES	
T1.1	Tender Notice and Invitation to Tender	T1 - 1 – 2
T1.2	Standard Conditions of Tender	T1 - 3 – 12
T1.3	Tender Data	T1 - 13 – 28
PART T2	RETURNABLE DOCUMENTS	
T2.1	List of Returnable Documents	T2 - 1 – 2
T2.2	Returnable Documents	T2 - 3 – 60
THE CONTRACT		
PART C1	AGREEMENT AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance	C1 - 1 – 3
C1.2	Confirmation of Receipt	C1 - 4
C1.3	Contract Data	C1 - 5 – 11
C1.4	Form of Guarantee	C1 - 12 – 13
C1.5	Adjudicator's Agreement	C1 - 14 – 15
C1.6	Health and Safety Agreement	C1 - 16 – 17
C1.7	Transfer of Rights	C1 - 18 – 19
C1.8	Retention Money Guarantee	C1 - 20 – 21

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART C2	PRICING DATA	
C2.1	Pricing Instructions	C2 - 1 – 2
C2.3	Bill of Quantities	C2 - 3 – 22
PART C3	SCOPE OF WORK	
C3.1	Description of the Works	C3 - 1 – 2
C3.2	Engineering	C3 – 3 - 4
C3.3	Procurement	C3 – 5
C3.4	Construction	C3 - 6 – 21
C3.5	Management	C3 – 22 - 34
PART C4	SITE INFORMATION	
C4.1	Locality Plan	C4 - 1
PART C5	Annexures	
ANNEXURE A	Drawings	C5 – 1
ANNEXURE B	Environmental Management Programme	C5 – 2

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

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 five parts, namely:

- **C1: Agreements and Contract Data**
- **C2: Pricing Data;**
- **C3: Scope of Work** (specifications and project specifications);
- **C4: Site Information;**
- **C5: Annexes**

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

Note: Each tenderer must complete the summary for tender opening purposes included hereafter.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

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:

.....

The Total Tender offered amount *(as stated in the Form of Offer inclusive of Value Added Tax is):*

R..... (In figures)

Amount in
Words.....

.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R..... (In figures)

Amount in
Words.....

.....

Alternative Time for Completion offered?(Yes / No)

If "Yes", state time offered:

SIGNATURE:
(of person authorised to sign the tender)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

PART T1: TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Standard Conditions of Tender**
- T1.3 Tender Data**

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

T1.1 : TENDER NOTICE AND INVITATION TO TENDER



BID NOTICE : PWBS- B044/22/23

BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the Project as indicated below within Dr Nkosazana Dlamini – Zuma Municipality (KZN 436).

This bid will be evaluated in terms of the Pre-qualification, functionality and 80/20 Preferential Procurement Point system and the points will be allocated as follows.
80 – Price, 20 - BBBEE.

PRE –QUALIFICATION

The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is at least 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za).

COMPULSORY SITE INSPECTION

The meeting point for the Briefing will be at Dr Nkosazana Dlamini – Zuma Municipality offices in Main Street, Creighton. A representative from Dr Nkosazana Dlamini – Zuma Municipality will meet prospective Bidders to provide details of the Contract. **NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.**

PROJECT NAME	CONTRACT NO.	BRIEFING DATE AND TIME
UNDERBERG TOWN UPGRADE PHASE 2	PWBS-B044/22/23	28 th October 2022 @10h00

DOCUMENTS

Bid documents will be available at the Creighton Office from the **19th October 2022** during office hours. The cost of the Bid document is **R476.00** which is non-refundable. An Electronic copy is available on our website (www.ndz.gov.za) for **FREE.**

THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED WITH THE BID

- Valid tax clearance certificate or Tax Compliance Status PIN

- Submit proof that the bidder and its directors do not owe municipal rates and services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Certified copy of B-BBEE certificate or sworn affidavit
- Certified copies of ID's.
- Form of offer fully completed
- MDB 1, 4 ,6.2, 8 ,9 and Annexures C, D & E fully completed.
- Proof of registration with CSD
- **CIDB Grade 3 CE or Higher**

CLOSING DATE

Bid documents must be submitted in a sealed envelope clearly marked with the Bid number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than **the 08th November 2022 before 12:00pm**. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer.

The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

NB: Bids will remain valid for a period of 90 days from date of the closing of the Bid.

N.B: The stipulated minimum threshold for local production and content for these Bids is as follows:

Industry/sector/sub-sector	Minimum threshold for local content
Steel value added products (Reinforcement, road signs)	100%
Cement products	100%
Clothing and Textile	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.

Enquiries may be directed to the following persons during office hours (08:00 – 16:30)

BID ENQUIRIES

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

Mr N.C Vezi
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PWBS-B044/22/23	CLOSING DATE:	08 th November 2022	CLOSING TIME:	12h00
DESCRIPTION	UNDERBERG TOWN UPGRADE PHASE 2				
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 (Dr NDZ Main Offices at Main street, Creighton 3263)

MAIN STREET	
CREIGHTON, 3263	
SUPPLIER INFORMATION	

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[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? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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	Mr S.V Mngadi
CONTACT PERSON	Miss N Holiwe	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	mngadis@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za		dlaminiz@ndz.gov.za

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:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

T1.2 : STANDARD CONDITIONS OF TENDER

Note: The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement

F.1 General

F.1.1 Actions

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six (6) months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements 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, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall 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 these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of tender offer is sought, offered, or permitted.

Note:

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

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's Undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, 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 not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If the bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- 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 bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the tender data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points.
Method 3: (Continue)	<ol style="list-style-type: none"> 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points.
	<ol style="list-style-type: none"> 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring financial offers

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

$$NFO = W_1 \times A$$

where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A = a number calculated using either formulas 1 or 2 below as stated in the tender data.

Formula	Basis for comparison	Option 1	Option 2
1.	Highest price or discount	$\left(1 + \left(\frac{P - P_m}{P_m}\right)\right)$	P/P_m
2.	Lowest price or percentage commission/fee	$\left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the tender data and calculate total 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 and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

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) addenda 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.
- e)

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.

F.3.19 Delegation of Authority

The Employer may delegate any power vested in him by virtue of these Conditions to tender to an offer or employee of the Employer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

T1.3 : TENDER DATA

GENERAL

The Conditions of Tenders applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement*, and as Annex A of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (May 2010)*. This document is obtainable separately. Tenders shall obtain their own copies.

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.

Each item if Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording
F.1.1	The employer is : Dr Nkosazana Dlamini Zuma Municipality Main Street Creighton 3263 Telephone: 039 833 1038 Fax: 039 833 1179
F.1.2	The tender documents issued by the employer comprise: PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Standard Conditions of Tender T1.3: Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Documents PART C1 : AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Confirmation of Receipt C1.3: Contract Data C1.4: Form of Guarantee (Pro Forma) C1.5: Adjudicator's Agreement (if applicable) C1.6: Health and Safety Agreement

Clause	Wording
	<p>C1.7: Transfer of Rights C1.8: Retention Money Guarantee</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Instructions C2.2: Bill of Quantities</p> <p>PART C3 : SCOPE OF WORK</p> <p>C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Particular Specifications</p> <p>PART C4 : SITE INFORMATION</p> <p>C4.1 Locality Plan C4.2 Site of Works and Site conditions C4.3 Geotechnical Report C4.4 Environmental</p> <p>PART C5 : Annexures</p> <p>Annexure A: Drawings</p>
F.1.4	<p>The Employer's agent is: Name: Shardesh Sewlal Engineers Contract Person: Mr Shardesh Sewlal Address: 1 Huntley Place, Westville, 3630 Tel: 031 266 7299 / 082 3310 780 Fax: 086 614 8113 E-mail: shardesh.sewlal@shardesh.co.za</p>
F1.5	<p>The Employer's right to accept or reject any tender offer The Employer is not obliged to accept the lowest or any tender offered. The Employer reserves the right to increase or decrease the scope of works to suit budgetary constraints.</p>
F.2.1	<p>Eligibility</p> <p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services and a Tax Compliance Status PIN, or has made arrangements to meet outstanding tax obligations; b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.4 of this procurement document; c) the tenderer has registered on the Central Supplier Database; d) the tenderer or any of its directors/shareholders 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; e) the tenderer has not:

Clause	Wording
	<ul style="list-style-type: none"> 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; <p>f) The tenderer has completed the Declaration of Interest and the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) The tenderer must submit a copy of a joint venture agreement (if applicable).</p> <p>i) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;</p> <p>j) The Tenderer has completed and signed all returnable documents where relevant;</p> <p>k) Tenderers are required to submit a Bank Rating with this tender. Tenderers who receive a Bank Rating \leq E (figures considered too high) will be disqualified.</p> <p>l) Bids in excess of R20 million are required to Sub-Contract a minimum of 10% of the contract to previously disadvantaged companies, within the area of jurisdiction of the Municipality;</p> <p>m) The Tenderer has met the minimum number of evaluation points for quality.</p> <p>n) The Tenderer must confirm that he/she has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, N° 85 of 1993, and the OSHA 1993 Construction Regulations 2003.</p> <p>Only those tenderers who are registered with the CIDB or can submit proof of application for registration prior to evaluation of Tenders, in a contractor-grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the class of construction work; 3. The combined contractor grading designation calculated in accordance with the Construction Development Regulation is equal to or higher than a contractor grading designation determined in accordance with sum tendered for a 3CE or higher class of construction work; 4. When the JV is dissolved the lead partner will remain liable in terms of the contract including latent defects. The Lead Partner shall be nominated in the returnable document and shall at least a 3CE or higher classification. The Lead Member accepts all liability in terms of the contract and that this liability will continue for ten (10) years completion of the contract; 5. Included with their tender is a letter from each of the proposed joint members stating their undertaking that in the event of the joint venture tender being successful, the said members will enter into a joint venture agreement, which shall be based on and comply with the CIDB Sample JV agreement.

Clause	Wording
F.2.7	<p>The arrangements for a compulsory clarification meeting are: Location: A compulsory briefing session will be held at the offices of the Nkosazana Dlamini Zuma Municipality. The venue is situated at Main Road, Creighton 3263</p> <p>Date: 28th October 2022. Starting time: 10.00</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to: Contact Name: Mr Shardesh Sewlal (Consultant) Tel: 031 266 7299 / 082 3310 780 Fax: 086 614 8113</p>
F.2.10	<p>Pricing the Tender Offer</p> <p>(a) <u>Value Added Tax</u></p> <p style="padding-left: 40px;">The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</p> <p>(c) Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.</p>
F.2.11	<p>A Tender offer shall not be considered if alterations have been made to the offer or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p>
F.2.12.1	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:</p> <p>(a) <u>Individual items</u> Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Schedule 1J: <i>Amendments, Qualifications and Alternatives</i> in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.</p> <p>(b) <u>Alternative designs</u> 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:</p> <p>(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;</p> <p>(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.</p> <p>(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:</p> <ul style="list-style-type: none"> • Changes in design parameters ordered by the Engineer; • Changes not arising from any failure or fault of the Contractor, but from

Clause	Wording														
	<p style="text-align: center;">modifications requested by the Engineer.</p> <p>(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.</p> <p>(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered</p>														
F.2.13.2	Tenderers to note that the returnable documents are listed in T.2 (Returnable Documents)														
F.2.13.3	<p>Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted.</p> <p>Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p>														
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Dr Nkosazana Dlamini Zuma Municipality Physical address: Main Street Creighton 3263 Identification details: TENDER NO: PWBS-B044/22/23</p>														
F.2.13.6	A two-envelope procedure will not be followed.														
F.2.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted														
F.2.14	The tenderer shall complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and will invalidate the tender. Items against which N/A or Included is entered, or are left blank, will be considered as incomplete and will invalidate the tender. Items against which NIL or zero (0) is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at zero (0) or NIL price.														
F.2.15	The closing time for submission of tender offers is: 12H00 on 08th November 2022														
F.2.16	The tender offer validity period is thirteen (13) weeks (90days) from the tenders closing date														
F.2.19	Access shall be provided for inspections, test and analysis by prior arrangement with the employer														
F.2.23	<p>The tenderer is required to submit with his tender:</p> <table border="1" data-bbox="416 1402 1433 1910"> <thead> <tr> <th data-bbox="416 1402 1321 1435" style="text-align: center;">COMPULSORY DOCUMENTS</th> <th data-bbox="1321 1402 1433 1435" style="text-align: center;">TICK</th> </tr> </thead> <tbody> <tr> <td data-bbox="416 1435 1321 1480">a) Proof of registration with CSD- starting with (MAAA)</td> <td data-bbox="1321 1435 1433 1480"></td> </tr> <tr> <td data-bbox="416 1480 1321 1525">b) Joint Venture Agreement (if necessary)</td> <td data-bbox="1321 1480 1433 1525"></td> </tr> <tr> <td data-bbox="416 1525 1321 1570">c) Form of offer fully completed</td> <td data-bbox="1321 1525 1433 1570"></td> </tr> <tr> <td data-bbox="416 1570 1321 1615">d) MBD 1,4,6.2,8, 9 and annexure C fully completed</td> <td data-bbox="1321 1570 1433 1615"></td> </tr> <tr> <td data-bbox="416 1615 1321 1659">e) CIDB Grading Certificate: 3CE or Higher</td> <td data-bbox="1321 1615 1433 1659"></td> </tr> <tr> <td data-bbox="416 1659 1321 1910">f) The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is at least 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za). (NB: Tender must include the following information for proposed Subcontractors CSD report, CIDB certificate or CIRS number and tax compliance status form</td> <td data-bbox="1321 1659 1433 1910"></td> </tr> </tbody> </table>	COMPULSORY DOCUMENTS	TICK	a) Proof of registration with CSD- starting with (MAAA)		b) Joint Venture Agreement (if necessary)		c) Form of offer fully completed		d) MBD 1,4,6.2,8, 9 and annexure C fully completed		e) CIDB Grading Certificate: 3CE or Higher		f) The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is at least 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za). (NB: Tender must include the following information for proposed Subcontractors CSD report, CIDB certificate or CIRS number and tax compliance status form	
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	<p>NB: Failure to submit the above documents your tender will be disqualified</p> <table border="1" data-bbox="427 349 1433 1585"> <thead> <tr> <th data-bbox="427 349 1318 389">DOCUMENTS TO BE SUBMITTED</th> <th data-bbox="1318 349 1433 389">TICK</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 389 1318 430">a) Certified Copies of CK Documents / Sole proprietary</td> <td data-bbox="1318 389 1433 430"></td> </tr> <tr> <td data-bbox="427 430 1318 539">b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)</td> <td data-bbox="1318 430 1433 539"></td> </tr> <tr> <td data-bbox="427 539 1318 618">c) Certified copies of Identification documents of all members/directors of the entity</td> <td data-bbox="1318 539 1433 618"></td> </tr> <tr> <td data-bbox="427 618 1318 696">d) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit</td> <td data-bbox="1318 618 1433 696"></td> </tr> <tr> <td data-bbox="427 696 1318 1507"> e) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity 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 confirming that the municipal rates and services are in order Or Attach exemption letter 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 and services for the above mentioned. Or Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse. </td> <td data-bbox="1318 696 1433 1507"></td> </tr> <tr> <td data-bbox="427 1507 1318 1585">f) annexures D & E fully completed(to be kept by service provider for 5years)</td> <td data-bbox="1318 1507 1433 1585"></td> </tr> </tbody> </table>	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 copies of Identification documents of all members/directors of the entity		d) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit		e) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity 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 confirming that the municipal rates and services are in order Or Attach exemption letter 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 and services for the above mentioned. Or Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.		f) annexures D & E fully completed(to be kept by service provider for 5years)	
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F.3.2	Change “seven days” to “seven working days”.														
F.3.4	The time and location for opening of the tender offers are: Time 12H00 on 08th November 2022. At the offices of the Dr Nkosazana Dlamini Zuma Municipality, Creighton														

Clause	Wording															
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4 (Functionality, Price and Preferences) using the 80/20 Preferential Point System:</p> <p>Stage 1: Scoring Quality (Functionality)</p> <p>Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.</p> <p>The criteria to be used to evaluate the proposals for the functionality stage will be as follows:</p> <p>Points</p> <table border="0" data-bbox="325 629 1007 748"> <tr> <td>1.</td> <td>Relevant Experience of Enterprise</td> <td>= 35</td> </tr> <tr> <td>2.</td> <td>Experience of Key Personnel</td> <td>= 40</td> </tr> <tr> <td>3.</td> <td>Availability of relevant plant and equipment</td> <td>= 25</td> </tr> <tr> <td></td> <td>Total Points</td> <td>=100</td> </tr> </table>				1.	Relevant Experience of Enterprise	= 35	2.	Experience of Key Personnel	= 40	3.	Availability of relevant plant and equipment	= 25		Total Points	=100
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	Key Aspect of Criterion	Basis for Points Allocation	Max Points	Verification Method												
	Relevant Experience of the Contractor in Road Construction	3 x Completed Asphalt Road Paving/ Concrete Paving Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	35	<ul style="list-style-type: none"> • Appointment Letter and. • Letter of Reference 												
		2 x Completed Asphalt Road Paving/ Concrete Paving Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	20	<ul style="list-style-type: none"> • Appointment Letter and. • Letter of Reference 												
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	Qualifications and CV's of Contract Manager	National Diploma in Civil Engineering or Project Management with 3 years' experience in Asphalt Road Paving/ Concrete Paving Projects	10	Certified copy of qualification to be attached with detailed CV												
		National Diploma in Civil Engineering or Project Management with 2 years' experience in Asphalt Road Paving/ Concrete Paving Projects	7	Certified copy of qualification to be attached with detailed CV												
		National Diploma in Civil Engineering or Project Management with 1 years' experience in Asphalt Road Paving/ Concrete Paving Projects	5	Certified copy of qualification to be attached with detailed CV												
	Qualifications and CV's of Site Agent	National Diploma or N3 in Civil Engineering with 3 years' experience in Asphalt Road Paving/ Concrete Paving Projects	15	Certified copy of qualification to be attached with detailed CV												

Clause	Wording				
		National Diploma or N3 in Civil Engineering with 2 years' experience in Asphalt Road Paving/ Concrete Paving Projects	10	Certified copy of qualification to be attached with detailed CV	
		National Diploma or N3 in Civil Engineering with 1 years' experience in Asphalt Road Paving/ Concrete Paving Projects	5	Certified copy of qualification to be attached with detailed CV	
	Qualifications and CV's of Site Foreman	10 or more years of experience in Asphalt Road Paving/ Concrete Paving Projects	15	Detailed CV to be attached with clear experience and reference	
		6 -9 years of experience in Asphalt Road Paving/ Concrete Paving Projects	10	Detailed CV to be attached with clear experience and reference	
		1 -5 years of experience in Asphalt Road Paving/ Concrete Paving Projects	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 Asphalt Road Paving/ Concrete Paving Projects (Tipper Truck, TLB, Grader or Excavator, Concrete mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook)	25	Proof of ownership of all the required plant and equipment, e.g. logbooks and proof of purchase	
		If the Bidder owns some of the required construction plant and equipment and will hire the other required plant and equipment for Asphalt Road Paving/ Concrete Paving Projects (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook and pro-forma agreement with plant hire company)	20	Proof of ownership of all the required plant and equipment, e.g. logbooks and proof of purchase + Pro-forma Agreement with Plant Hire Company	
		If the will hire all the required construction plant and equipment for Asphalt Road Paving/ Concrete Paving Projects (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Pro-forma Agreement with Plant Hire)	15	Pro-forma Agreement with Plant Hire	
	Only Bidders who achieve 60% the total available will qualify for the next stage of evaluation.				
	Stage 2: Points and Preferential Points				
Points for price will be evaluated as per the following formula:					

Clause	Wording																					
	<p data-bbox="371 264 639 322"> $P_s = 80 \times \frac{1 - (P_t - P_{min})}{P_{min}}$ </p> <p data-bbox="371 327 451 353">Where</p> <p data-bbox="371 356 1051 385">P_s = Points scored for price of tender under consideration</p> <p data-bbox="371 387 927 416">P_t = Rand Value of tender under consideration</p> <p data-bbox="371 418 927 448">P_{min} = Rand value of lowest acceptable tender</p> <p data-bbox="371 479 836 508"><u>The 20 points of the Scoring System</u></p> <p data-bbox="371 539 683 568">Determination of Scores</p> <p data-bbox="371 571 1497 629">The allocation of preferential points is based on the B-BBEE Level of Contribution as given in the respective current and valid B-BBEE Certificate:</p> <p data-bbox="371 660 780 689">Preferential Points System – 80/20</p> <table border="1" data-bbox="296 689 1264 1070"> <thead> <tr> <th data-bbox="363 689 884 779">B-BBEE Contribution Level of Contributor</th> <th data-bbox="884 689 1264 779">No. Of Points as per Score Card</th> </tr> </thead> <tbody> <tr><td data-bbox="363 779 884 808">1</td><td data-bbox="884 779 1264 808">20</td></tr> <tr><td data-bbox="363 808 884 837">2</td><td data-bbox="884 808 1264 837">18</td></tr> <tr><td data-bbox="363 837 884 866">3</td><td data-bbox="884 837 1264 866">14</td></tr> <tr><td data-bbox="363 866 884 896">4</td><td data-bbox="884 866 1264 896">12</td></tr> <tr><td data-bbox="363 896 884 925">5</td><td data-bbox="884 896 1264 925">8</td></tr> <tr><td data-bbox="363 925 884 954">6</td><td data-bbox="884 925 1264 954">6</td></tr> <tr><td data-bbox="363 954 884 983">7</td><td data-bbox="884 954 1264 983">4</td></tr> <tr><td data-bbox="363 983 884 1012">8</td><td data-bbox="884 983 1264 1012">2</td></tr> <tr><td data-bbox="363 1012 884 1070">Non – Compliant Contributor</td><td data-bbox="884 1012 1264 1070">0</td></tr> </tbody> </table>		B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non – Compliant Contributor	0
B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card																					
1	20																					
2	18																					
3	14																					
4	12																					
5	8																					
6	6																					
7	4																					
8	2																					
Non – Compliant Contributor	0																					

Clause	Wording
F3.13	<p>Acceptance of Tender Offer</p> <p>Tender Offers will only be accepted if in addition to the conditions listed in the Standard Conditions of Tender, the Tenderer is judged to be Eligible in terms of Clause F2.1 as well as the items listed below.</p> <p>If the tendered value exceeds R10 million (VAT included), bidders are required to furnish–</p> <ol style="list-style-type: none"> <li data-bbox="400 461 1485 524">i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – <ul style="list-style-type: none"> <li data-bbox="469 562 826 589">• for the past three years; or <li data-bbox="469 600 1299 627">• since their establishment if established during the past three years; <li data-bbox="400 665 1485 763">ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; <li data-bbox="400 797 1517 891">iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract <li data-bbox="400 927 1509 1025">iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the <li data-bbox="400 1059 628 1086">v. Republic; and <li data-bbox="400 1122 1501 1187">vi. Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law. <p>During the evaluation of a service provider, the Bid evaluation committee will assess whether the service provider is currently rendering services to the municipality:</p> <ol style="list-style-type: none"> <li data-bbox="400 1279 1485 1344">i. If the service provider is currently rendering services to the municipality with a stage of completion less than 50% and <li data-bbox="400 1355 1517 1453">ii. The service providers' performance is not in line with the project performance milestones, then the service provider should be disqualified from further evaluation, and should be placed on hold.
F3.18	The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.
	The additional conditions of tender are as follows: The BBBEE Certificate from an accredited organisation will be used to award preference points.
F.3.19	<p>Appeal Process</p> <p>In terms of Regulation 49 of the Public Supply Chain Management Regulations persons aggrieved by decisions or actions taken by Dr Nkosazana Dlamini Zuma Municipality, may lodge an appeal within 14 days of the decision or action, in writing to Dr Nkosazana Dlamini Zuma Municipality.</p>

Clause	Wording
	<p>Tenderers are advised that the following is the appeal process and in dealing with these appeals the Chief Executive shall follow the following procedure:</p> <ol style="list-style-type: none"> <li data-bbox="400 327 1522 450">(1) The appeal (clearly setting out the reasons for the appeal) and queries with regard decision of award are to be directed to the office of the. Attention: The Manager: Supply Chain Management, Dr Nkosazana Dlamini Zuma Municipality, P.O Box 62, Creighton, 3263 <li data-bbox="400 479 1509 539">(2) A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee who must provide a response in writing within seven days. <li data-bbox="400 539 1509 600">(3) In the event that there are allegations made against third parties, they will also be given an opportunity to respond to the allegations within seven days. <li data-bbox="400 600 1378 629">(4) These responses will then be sent to the Appellant for a reply within five days. <li data-bbox="400 658 1522 752">(5) The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the Appellant will be notified of the date, place and time of such hearing. <li data-bbox="400 786 1522 880">(6) The Appeal Authority will consider the appeal and may confirm, vary or revoke the decision of the Committee, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision. <li data-bbox="400 913 1522 974">(7) The Appeal Authority must commence with the appeal within six (6) weeks and decide the appeal within a reasonable period.
F.3.20	<p>Prohibition of Awards to Persons in the Service of the State</p> <p>Regulation 44 of the Supply Chain Management Regulations states that the Public Entity may not make any award to a person:-</p> <ol style="list-style-type: none"> <li data-bbox="416 1196 868 1225">(a) Who is in the Service of the State <li data-bbox="416 1256 1522 1350">(b) If that person is not a natural person, of which any Director, Manager, principal, Shareholder or Stakeholder is a person in the service of the State; or who is an Advisor or Consultant contracted with the public entity.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

T2 – 3 Schedule : 1A	Certificate of Attendance at Clarification Meeting
T2 – 4 Schedule : 1B	Authority of Signatory*
T2 – 8 Schedule : 1C	Proof of Purchase of Tender Document
T2 – 9 Schedule : 1D	Certificate of Authority for Joint Ventures
T2 – 10 Schedule : 1E	Key Personnel Schedule
T2 – 14 Schedule : 1F	Schedule of Plant and Equipment available for the Contract
T2 – 15 Schedule : 1G	Schedule of Similar Work Undertaken by the Tenderer
T2 – 16 Schedule : 1H	Estimated Monthly Cash-flow
T2 – 17 Schedule : 1I	Schedule of Proposed Subcontractors
T2 – 18 Schedule : 1J	Proposed Amendments and Qualifications
T2 – 19 Schedule : 1K	Declaration of Interest (MBD 4)
T2 – 22 Schedule : 1L	Preferential points (MBD 6.1)
T2 – 24 Schedule : 1M	Declaration Certificate for Local Production and Content (MBD 6.2)
T2 – 27 Schedule : 1N	Tenderer's Financial Standing
T2 – 28 Schedule : 1O	Municipal Account
T2 – 29 Schedule : 1P	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
T2 – 31 Schedule : 1Q	Certificate of Independent Bid Determination (MBD 9)
T2 – 34 Schedule : 1R	Compulsory Enterprise Questionnaire
T2 – 36 Schedule : 1S	Current Commitments
T2 – 37 Schedule : 1T	Certificate For Municipal Services

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to schedule in document)

T2 – 38 Schedule : 2A	Details If Registration With CIDB
T2 – 39 Schedule : 2B	Certified copy of Company registration (CK Document/ Sole Proprietary)
T2 – 40 Schedule : 2C	Certified copies of Identification documents of all members/ directors of entity
T2 – 41 Schedule : 2D	Valid Tax Clearance Certificate and Tax Compliance Status PIN
T2 – 44 Schedule : 2E	Joint Venture Agreement, if applicable
T2 – 45 Schedule : 2F	Proof of registration with Central Suppliers Data Base (CSD)
T2 – 46 Schedule : 2G	Letter of Good Standing from workman compensation
T2 – 48 Schedule : 2I	Certified copy of latest Municipal Accounts statement
T2 – 50 Schedule : 2K	Certified copy of B-BBEE Certificate or sworn affidavit

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

T2 – 51 Schedule : 3A	Record of Addenda to Tender Documents*
T2 – 52 Schedule : 3B	Contractors Health and Safety Declaration
T2 – 54 Schedule : 3C	Declaration Concerning Fulfilment of the Construction Regulations, 2003

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT
(included hereafter for completion)**

- C1-1 C1.1 The Offer portion of the Form of Offer and Acceptance*
- C1-4 C1.2 Confirmation of Receipt
- C1-5 C1.3 Contract Data (Parts 1 and 2)*
- C1-12 C1.4 Form of Guarantee (Pro Forma)
- C1-14 C1.5 Adjudicator's Agreement
- C1-16 C1.6 Safety Agreement (Pro Forma)
- C1-18 C1.7 Transfer of Rights
- C1-20 C1.8 Retention Money Guarantee
- C2-3 C2.2 Bill of Quantities

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

Of..... (Address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on..... (date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date& Time

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1B: AUTHORITY OF SIGNATORY
--

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 and attach any supporting documentation to the relevant schedule.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. 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 authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company

As witnesses:

1. Signature : Sole owner:
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key-partners in the business trading as hereby authorize Mr/Ms acting in the capacity ofto sign all documents in connection with this tender 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 who rests the direction of the affairs of the Partnership as a whole.

C. 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 this tender 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 & CAPACITY
Lead partner		

D. CERTIFICATE FOR SOLE PROPRIETOR

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

As witnesses:

1. Signature : Sole owner :
2. Date :

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of, to sign all documents in connection with this tender 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 who rests the direction of the affairs of the Partnership as a whole.

D. RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Resolution of a meeting of the Board of Directors/Members/Partners* of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____(place) on
_____(date)

Resolved that:

1. The Enterprise submit a Bid/Tender, in consortia/joint venture with the following enterprise.

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortia/joint venture)

To the Employer and for the work explained in the Scope of Work.

Tender No: _____(Tender Number as per Tender Document)

2. Mr/Mrs/Miss/Ms*: _____

in his/her* capacity as: _____(position in the Enterprise)

and who will sign as follows: _____

be, and us hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with the relating to the consortium/joint venture, in respect of the project described under Item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture/consortium deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under Item 1 above.

The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture/consortium agreement and the Contract with the Employer in respect of the project under Item 1 above.

Physical Address: _____

Postal address: _____

Telephone:

Fax:

Email:

	NAME	Enterprise	Capacity	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Note:

- * Delete which is not applicable
1. This resolution must be signed by all the Directors/Members/Partners of the Budding Enterprise
2. Should the number of Directors/Member's/Partners exceed the space available above, additional names and signature must be added on a separate page.

Signed:

.....

As Witnesses:

1.....

2.....

Date:

.....

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1C: PROOF OF PURCHASE OF TENDER DOCUMENTS

The Tenderer must insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1D: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1E: KEY PERSONNEL

The Tenderer 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			

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the **project manager, site agent and foreman**. The information is necessary for evaluation of the tender.

SIGNATURE:

DATE:

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

CURRICULUM VITAE OF KEY PERSONNEL

CONTRACTS MANAGER

Name:	Date of birth:
Profession:	Nationality:
Qualifications and year obtained:	
Professional Institution and Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
No. of years' Experience as Contracts Director:	
<u>Employment History:</u>	
<u>Experience Record Pertinent to Required service (Steel Pipelines):</u>	

Certified copies of qualifications are to be attached to this schedule.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....
DATE

CURRICULUM VITAE OF KEY PERSONNEL

CONTRACTS SITE AGENT

Name:	Date of birth:
Profession:	Nationality:
Qualifications and year obtained:	
Professional Institution and Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
No. of years Experience as Contracts Manager:	
<u>Employment Record:</u>	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
<u>Experience Record Pertinent to Required service (Steel Pipelines):</u>	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	

Certified copies of qualifications are to be attached to this schedule.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

CURRICULUM VITAE OF KEY PERSONNEL

CONTRACT SITE FOREMAN

Name:	Date of birth:
Profession:	Nationality:
Qualifications and year obtained:	
Professional Institution and Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
No. of years Experience as Site Agent:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service (Roads):</u>	

Certified copies of qualifications are to be attached to this schedule.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....
DATE

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

**SCHEDULE 1F : SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc

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 acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1G: SCHEDULE OF SIMILAR WORK UNDERTAKEN BY THE TENDERER

The following is a statement of Asphalt Road Paving/ Concrete Paving Projects successfully completed within 5 years executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Signed

Date

Name

Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1H: ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
TOTAL	

Signed

Date

Name

Position

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 11: SCHEDULE OF PROPOSED SUBCONTRACTORS (pre-qualification)

The tenderer must sub-contract a minimum of 30% of the contract value to EMEs or QSEs which are at least 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za). Subcontract is not limited to one service provider.

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.

NB: Tender must include the following information for proposed Subcontractors

CSD report, CIDB certificate or CIRS number and tax compliance status form

No	Name and Address of Proposed Subcontractor	Nature and Extent of Work	ESTIMATED AMOUNT TO BE SUBCONTRACTED
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1J: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1K: DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1L: PREFERENTIAL POINTS

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.

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.
- 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:

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = 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]

**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 -
 - (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:

- 3.
- 4.

.....
Signature(s) of bidders

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT
UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1M: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

MBD 6.2

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, 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.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Concrete (Cement)	100%
Reinforcing: Mesh wire (Steel)	100%
Portland (Cement)	100%
Road Signs (Steel)	100%
Clothing and Textile	100%

4. Does any portion of the services, works or goods offered have any imported content? **YES / NO**

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 Municipality / Municipal Entity):
.....

NB 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.

I, the undersigned,..... (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____
WITNESS No. 1 _____ **DATE:** _____
WITNESS No. 2 _____ **DATE:** _____

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1N: TENDERER'S FINANCIAL STANDING

In terms 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 _____ 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)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 10: MUNICIPAL ACCOUNT

MUNICIPAL ACCOUNT/ RATES SETTLEMENT

BIDDERS WITHIN DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA

I hereby confirm that my municipal rates are up to date or paid in full. See statement attached

NAME OF BIDDER: _____

DATE : ____ / ____ /2022

I here confirm that my municipal rates are not up to date. I therefore grant DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY the right to deduct an amount equivalent to my outstanding rates.

NAME OF BIDDER: _____

DATE : ____ / ____ /2022

BIDDERS OUTSIDE DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA

This serve to confirm that my rates with _____ municipality are up to date and have attached my municipal rates account as proof.

NAME OF BIDDER: _____

DATE : ____ / ____ /2022

This serve to confirm that my municipal rates with _____ municipality are not up to date.

I have made arrangement to settle this account by _____ **(ATTACH LETTER OF ARRANGEMENT AS PROOF)**

I intend to settle my account in full within ten (10) working days should I be favoured by DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY as a preferred bidder.

NAME OF BIDDER: _____

DATE : ____ / ____ /2022

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1P: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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:		
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 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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

MBD 9

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 1R: 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 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of 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"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<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 | <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 an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, 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 a 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 been 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 Province | <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 | |

Name of spouse, child or parent	Name of institution, public office, 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 duly authorised to do so on behalf of the enterprise:

- i) authorizes 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 person, 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 Combating 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 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;
- 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.

Signed Date

Name Position

Enterprise name

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1S: CURRENT COMMITMENTS

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

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

Date

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 1T: CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Dr Nkosazan Dlamini Zuma Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: _____
Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2014

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** and **THIS DECLARATION MUST STILL BE SIGNED.**

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 2A: DETAILS IF REGISTRATION WITH CIDB

The tenderer must attach to this page a certified copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by die CIDB. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

DETAILS OF REGISTRATION WITH CIDB

PRIMARY CONTRACTOR OR LEAD JOINT VENTURE PARTNER (WHERE APPLICABLE)

Contractors Name:

Contractors CIDB Registration Number:

Contractors CIDB Registration Classifications:

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 1 (WHERE APPLICABLE)

Contractors Name:

Contractors CIDB Registration Number:

Contractors CIDB Registration Classifications:

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 2 (WHERE APPLICABLE)

Contractors Name:

Contractors CIDB Registration Number:

Contractors CIDB Registration Classifications:

Note: This information will be checked on the CIDB Website

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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 2B: CERTIFIED COPY OF COMPANY REGISTRATION (CK DOCUMENT/ SOLE PROPRIETARY)

The Tenderer must attach to this page proof of Company Registration.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

**SCHEDULE 2C: CERTIFIED COPIES OF IDENTIFICATION DOCUMENTS OF ALL MEMBERS/
DIRECTORS OF ENTITY**

THE CERTIFIED COPIES OF ID MUST BE INSERTED HERE.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

**SCHEDULE 2D: VALID TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE
STATUS PIN**

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

“Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit and original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to SARS** where the tenderer is registered for income tax purpose. SARS will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for one year from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as in integral part of the tender.**

Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate

Failure to submit an original and valid Tax Clearance Certificate will invalidate the tender.

3. An **example** of the Application of Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any SARS office.
4. In terms of Treasury's practice note SCM-13 of 2017 –

If the Employer is already in possession of a tenderers original tax clearance certificate that has been submitted with a previous tender, then a new original tax clearance certificate is not required, provided that the closing date for this tender falls within the expiry date of that certificate. In this instance, the tenderer is to attach copy of that certificate, together with details of that name and closing date of the tender which it was submitted.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

(IN RESEPECT OF TENDER)[EXAMPLE]

1. NAME OF TAXPAYER/TENDERER:

2. TRADE NAME:

3. IDENTIFICATION No. (IF APPLICABLE)

:																				
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. COMPANY/CLOSE CORPORATION REG NO :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. INCOME TAX REFERENCE No :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT REGISTRATION No :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE EMPLOYERS REG No. (IF APPLICABLE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NB: copy of the tender request must be attached to this application

Contact person requiring tax clearance certificate:

SIGNATURE :

NAME :

TELEPHONE NUMBER: : CODENUMBER.....

ADDRESS :

.....

DATE : ...20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will no exercise his discretionary powers in favour of any person with regards to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person

NAME OF PERSON RESPONSIBLE FOR CONTRACT

NB: this example of this application form for a tax clearance certificate is included for the convenience of tenderers. The application form has to submitted to SARS to enable them to issue the required Tax Clearance Certificate and Tax Compliance Status PIN. The original and valid Tax Clearance Certificate and Tax Compliance Status PIN obtained from the SARS must be submitted with the tender (to be attached to the next page)

TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN

The Tenderer must attach to this page an original and valid tax clearance certificate and tax compliance status PIN

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 2E: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer must attach to this page a joint venture agreement, if applicable.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

**SCHEDULE 2F: PROOF OF REGISTRATION WITH CENTRAL SUPPLIER'S DATA BASE
(CSD)**

The Tenderer must attach hereto proof of registration with CSD

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

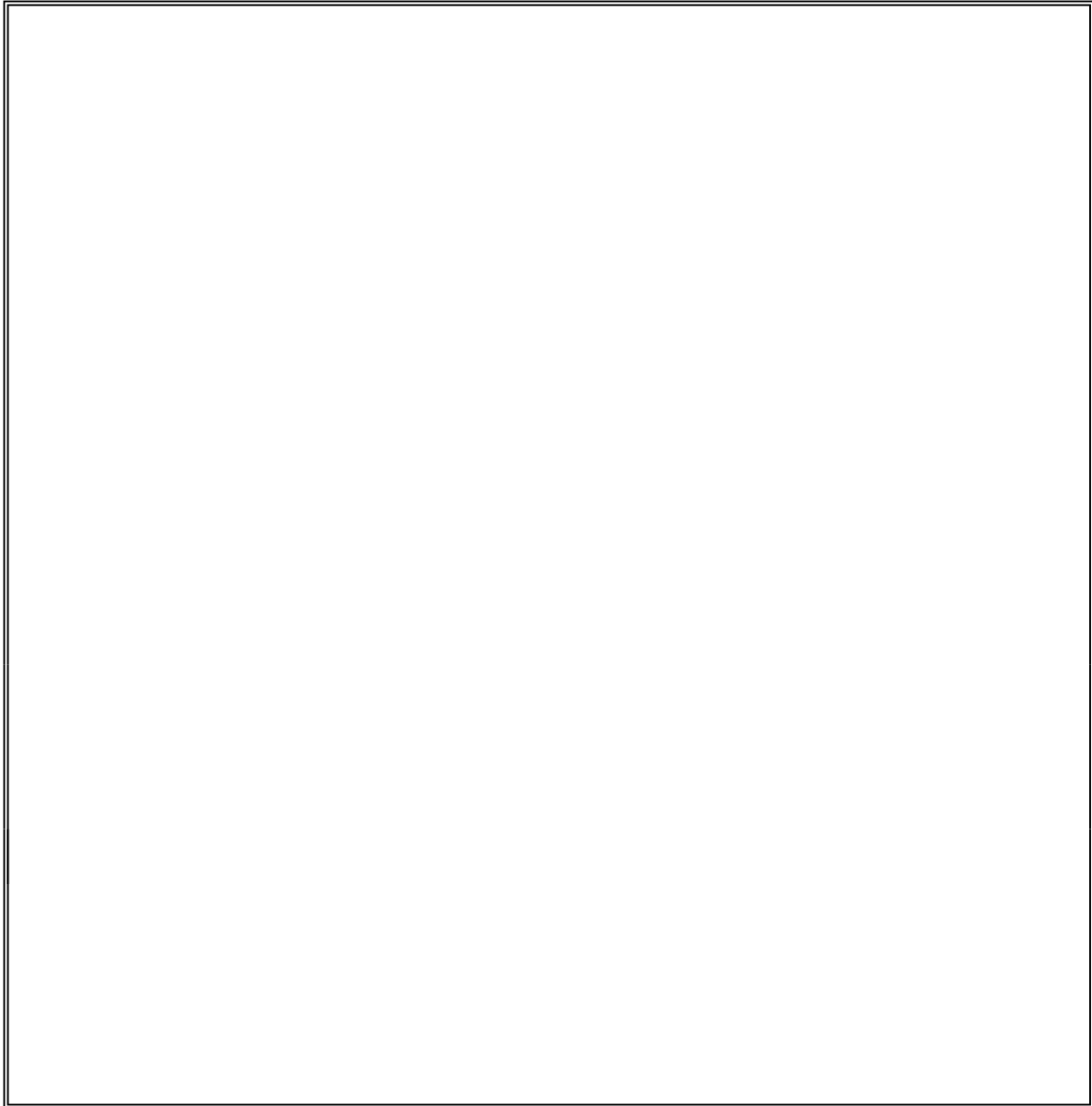
UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 2G: LETTER OF GOOD STANDING FROM WORKMAN'S COMPENSATION

Attach an original (or certified copy) of the Workman's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by Workmen's Compensation Commissioner will be accepted.

NOTE: Failure to do so will lead to your tender being disqualified.



Signature of Tenderer: Date:

SCHEDULE 2H: PRELIMINARY PROGRAMME

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 Scope of Work and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS																													

[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 the form of alternative offers and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: **DATE:**
 (of person authorised to sign on behalf of the Tenderer)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 2I: CERTIFIED COPY OF LATEST MUNICIPAL ACCOUNTS STATEMENT

The Tenderer must attach a certified copy of latest Municipal accounts statement

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 2K: Certified Certificate B-BBEE STATUS LEVEL

B-BBEE CERTIFICATE

[The Tenderer must attach hereto his valid B-BBEE Certificate]

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

SCHEDULE 3B: CONTRACTOR’S HEALTH AND SAFETY DECLARATION
--

In terms of regulation 4(4) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

- Indicate which approach shall be employed to achieve compliance with the Regulations.
(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

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

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

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

5. List potential key risks identified and measures for addressing risks:

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

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

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):.....

2. ID NO:

(Name in Print):

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

SCHEDULE 3C: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003
--

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

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

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

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

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

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

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

<small>(Tick)</small> YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ID NO:

2 ID NO:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

PART C1 : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Confirmation of Receipt**
- C1.2 Contract Data**
- C1.3 Form of Guarantee (Pro Forma as per specific contract)**
- C1.4 Adjudicator's Agreement**
- C1.5 Health and Safety Agreement**
- C1.6 Transfer of Rights**
- C1.7 Retention Money Guarantee**

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO. _____

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount in Words

.....
.....

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness

Date

[Failure of a Tenderer to sign this form will invalidate the tender]

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)	Name(s).....
Capacity	
for the Employer	(Name and address of organization)
Name and signature of witness.....		Date.....

¹ As an alternative the following wording may be used :

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

3. SCHEDULE OF DEVIATIONS

Notes:

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

- 1. Subject
Details
- 2. Subject
Details
- 3. Subject
Details
- 4. Subject
Details
- 5. Subject
Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C1.2 : CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The.....(day) of.....(month) 20.....(year)

at.....(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name.....

Date

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C1.3: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010) (second edition) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.14	The time for practical completion is to be indicated by the Tenderer.
1.1.1.15	The name of the Employer is Dr Nkosazana Dlamini Zuma Municipality
1.2.1.2	The Employer's address for receipt of communications and notices is : Telephone: 039 833 1038 Facsimile: 039 833 1179 Address (Postal) : P.O. Box 62 Address (Physical): 1 Main Road Creighton Creighton 3263 3263
1.1.1.16 1.2.1.2	The Engineer is Shardesh Sewlal Engineers The Engineer's address for receipt of communications and notices is : Telephone: 031 266 7299 / 082 3310 780 Facsimile: 086 614 8113 E-mail : shardesh.sewlal@shardesh.co.za Address (Postal) : P O Box 358 Address (Physical): 1 Huntley Place Pavilion Westville 3611 3630
1.1.1.12	The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year
3.1.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: a) Expenditure in excess of the Contract Price.
4.10.1	The contractor shall be required to obtain such consent for the provision of labour. The contractor shall through the services of Site Liaison Officer obtain local labour in consultation with the Project Steering Committee. Any consent to be granted by the Engineer only.

Clause	Description
	<p>Contractor's default in Payment to Labourers and Employees:</p> <p>Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene. The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.</p> <p>Provision of Hand tools:</p> <p>The Contractor shall throughout the project duration, provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions”</p>
5.3	The Contractor shall commence executing the Works within 14 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) <p>Insurance (Refer to Clause 8.6)</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.5.1	The Works shall be completed within 3 months .
5.6.1	The Contractor shall deliver his programme of work within 7 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.
5.8.1	<p>The non-working Days are Saturday and Sundays</p> <p>The special non-working Days are:</p> <ul style="list-style-type: none"> - Statutory public holidays; and - All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<p>The penalty for failing to complete the Works is R5 000 per day of the contract value per Calendar date</p> <ul style="list-style-type: none"> • Removal of plant from site without engineers written consent – R 2 000 per calendar day. • Late payment of local labour by 30 days from date of payment – R 2 000 per calendar day <p>The Contractor shall be liable to the Engineer for a sum of R2000 as a penalty for every working day that the engineer is employed on this project between due completion date and practical completion</p>
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion
6.2	The Guarantee shall be delivered within 14 days after the Employer has informed the

Clause	Description														
	<p>Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.4.</p> <p>The liability of the Guarantee shall be for 7.5% of the Tender Price (inclusive of Vat) up to the issue of the certificate of completion.</p>														
6.5.1.2.3	<p>The percentage allowance to cover overhead charges for work executed on a day-work basis is :</p> <ul style="list-style-type: none"> • 60% of the gross remuneration of workmen and foremen actually engaged in the daywork; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.</p>														
6.8.2	No escalation shall be applied for this Contract														
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed. Refer Contract Data (Part 2).														
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.														
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.														
6.10.3	There is no limit to the retention.														
7.8.1	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.														
8.6.1	Insurance to be effected by Contractor														
8.6.1.3	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.														
8.6.1.3	<p>The limit of indemnity for liability insurance is as per schedule below for any single liability claim. Liability insurance shall include spread of fire risk.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contract Price.....</td> <td style="width: 40%;">The Amount of First Loss</td> </tr> <tr> <td>Not exceeding R100 000-00.....</td> <td>R 5 000-00</td> </tr> <tr> <td>Exceeding R100 000-01 but not exceeding R500 000-00.....</td> <td>R10 000-00</td> </tr> <tr> <td>Exceeding R500 000-01 but not exceeding R1 000 000-00.....</td> <td>R20 000-00</td> </tr> <tr> <td>Exceeding R1 000 000-01 but not exceeding R2 000 000-00.....</td> <td>R30 000-00</td> </tr> <tr> <td>Exceeding R2 000 000-01 but not exceeding R4 000 000-00.....</td> <td>R40 000-00</td> </tr> <tr> <td>Exceeding R4 000 000-01.....</td> <td>R50 000-00</td> </tr> </table> <p>The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Sub-Clause 38(1)(a)(i) cannot take place without prior approval of the Employer.</p> <p>Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:</p> <p>(a) Third party Insurance (Public Liability)</p> <p>i) Minimum amount of any one occurrence, unlimited as to the number of occurrences for the period of the contract,</p>	Contract Price.....	The Amount of First Loss	Not exceeding R100 000-00.....	R 5 000-00	Exceeding R100 000-01 but not exceeding R500 000-00.....	R10 000-00	Exceeding R500 000-01 but not exceeding R1 000 000-00.....	R20 000-00	Exceeding R1 000 000-01 but not exceeding R2 000 000-00.....	R30 000-00	Exceeding R2 000 000-01 but not exceeding R4 000 000-00.....	R40 000-00	Exceeding R4 000 000-01.....	R50 000-00
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Exceeding R2 000 000-01 but not exceeding R4 000 000-00.....	R40 000-00														
Exceeding R4 000 000-01.....	R50 000-00														

Clause	Description
	<p>inclusive of the maintenance period. R1 000 000</p> <p>ii) Consequential loss to be covered by the policy Yes</p> <p>iii) Liability section of the policy to be extended to cover blasting... Yes</p> <p>iv) Maximum excess per claim or series of claims arising out of any one occurrence... R20 000</p> <p>(b) Principal's own surrounding Property Insurance</p> <p>i) Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property..... R500 000</p> <p>ii) Maximum first excessR10 000</p> <p>(c) Insurance of Materials Supplied by Council The approximated current value of materials (including VAT) to be supplied to the Contractor by the Council..... R Nil</p> <p>(d) Insurance of Works</p> <p>i) Cover Required: Contract Price</p> <p>ii) Maximum excess required R 25 000</p> <p>iii) Minimum amount for additional removal of debris (no damage)..... R Nil</p> <p>iv) Minimum amount for temporary storage of materials off site, excluding Contractor's own premises R Nil</p> <p>v) Minimum amount for transit of materials to site R Nil</p> <p>vi) SASRIA (Riot) Certificate to be issued in joint names of Council and Contractor for the full value of the works (including VAT). Yes</p>
8.6.4	Delete Clause 8.6.4
8.6.5	The insurance referred to in Clause 35.1 is to be effected with a company registered in South Africa

Clause	Description
Additional Conditions of Contract	<p>EXTENSION OF TIME FOR ABNORMAL RAINFALL</p> <p>Extensions of time in respect of Clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (N_w - N_n) + \left(\frac{R_w - R_n}{X} \right)$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 mm or more has been recorded for the calendar month.</p> <p>R_w = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>The rainfall records applicable in respect of this Contract are those recorded at Underberg and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of N_n and R_n are to apply:</p>

Clause	Description			
	If V is	MONTH	N_n (days)	R_n (mm)
January		4	132.8	
February		3	98.5	
March		3	92.1	
April		1	43.5	
May		1	24.1	
June		0	11.2	
July		1	20.9	
August		1	28.6	
September		2	54.1	
October		3	91.5	
November		3	107.6	
December		3	114.5	
TOTAL	25	819.4		
<p>negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (N_w – N_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (R_w-R_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>				

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C1.3 : CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.1.8	The name of the Contractor is <i>[Enter the Legal name of the Contractor].</i>												
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :												
6.3	Selection of Sub Contractors The Tenderer shall list below the Subcontractors whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors. Should any of or all of the specialist Subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor not listed below being approved by the Employer. Schedule of Specialist Subcontractors <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Specialised Item</th> <th colspan="2">Name and Details of Specialist Subcontractors</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Specialised Item	Name and Details of Specialist Subcontractors										
Specialised Item	Name and Details of Specialist Subcontractors												
6.3	The variation in cost of special materials is : <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 35%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
.....											
.....											
.....											

Signed on behalf of Tenderer:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C1.4 : FORM OF GUARANTEE

Tender No. PWBS-B044/22/23

WHEREAS

(hereinafter referred to as "the Employer") entered into, a Contract with

.....

(hereinafter called "the Contractor") on the day of..... 20

for the construction of

at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... (R)

- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

on thisday of 20

As witnesses:

- 1. Signature
- 2. Duly authorized to sign on behalf of

Address

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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C1.5 : ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company/organisation)

of

..... (address)

and..... (name of company/organisation)

of

.....

..... (address) (the Parties) and.....

..... (name)

.....

of

.....

.....

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIBD Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

** Delete as necessary*

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of Witness _____ Name: _____ Address: _____ _____ _____ Date: _____	SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of Witness _____ Name: _____ Address: _____ _____ _____ Date: _____	SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of Witness _____ Name: _____ Address: _____ _____ _____ Date: _____
--	---	--

Contract Data

1.	The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2.	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: <ol style="list-style-type: none"> a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. b) Telegrams, telex, faxes and telephone calls. c) Postage and similar delivery charges. d) Travelling, hotel expenses and other similar disbursements. e) Room charges. f) Charges for legal or technical advice obtained in accordance with the Procedure.
3.	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within fourteen (14) days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee, the balance shall be refunded to the Parties.
4.	The Adjudicator is/is not* currently registered for VAT.
5.	Where the Adjudicator is registered for VAT, it shall be charged additional in accordance with the rates current at the date of invoice.
6.	All payments, other than the appointment fee (item 3) shall become due seven (7) days after receipt of invoice, thereafter interest shall be payable at 5 % per annum above the Reserve Bank base rate for every day the amount remains outstanding.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C1.6 : HEALTH AND SAFETY AGREEMENT

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

THIS AGREEMENT is made between **DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY** (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 authorised 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

Tender No:

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 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 authorised 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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C1.7: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: For (contract title)
.....
.....

I, the undersigned (name of signatory) in my capacity
as of (name of Contractor)
.....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)Inssofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C1.8 : RETENTION MONEY GUARANTEE

Employer: *(name)*.....
(address)

Contract No:
(Contract title)

The guarantee is issued on behalf of

Registration No (hereinafter referred to as “the Contractor”) in connection with the above-mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent
(full name of guarantor) registration number..... undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
3. Our aggregate liability under this guarantee is limited to R... .. *(in words*) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at..... for and on behalf of
on this the day of in the year 20.....

GUARANTOR:

WITNESSES: 1..... 2.....
Name..... Name

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C2.1 : PRICING INSTRUCTIONS

PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. The payment Clause of each Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.2 The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.
- C2.1.1.3 The clauses in a specification in which further information regarding the billed item can be obtained appear under "Payment Refers" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the item item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
- C2.1.1.4 The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill but his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional Works carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill.
- C2.1.1.5 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.
- C2.1.1.6 The Bill of Quantities has been drawn up generally in accordance with the latest issue of the SANS Standardized Specifications. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.
- C2.1.1.7 Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
- C2.1.1.8 All the rates tendered and inserted in the Bill of Quantities shall be **exclusive** of VAT. Provision has been made on the Summary Page of the Bill of Quantities for the addition of

VAT. Except that they shall not include Value Added Tax (VAT), the rates to be inserted in the Bill of Quantities are to be the full inclusive rate to the Employer for the work described under each item. Such rates shall cover all costs and expenses that may be required in and for the construction of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

- C2.1.1.9 Notwithstanding C2.1.1.8 above, all rates tendered and inserted in the Bill of Quantities against each item shall be deemed to be inclusive of the Contractor's labour cost for all permanent unskilled, semi-skilled, skilled and supervisory staff. All other labour costs in terms of local labour employed in terms of Sub Clauses 4.3.5 and 4.3.6 of the Conditions of Contract, shall be payable to the Contractor as listed and detailed under Section 1: Preliminary and General of the Bill of Quantities.
- C2.1.1.10 A rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no rate has been entered will be considered to have a rate of R 0, 00.
- C2.1.1.11 The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.
- C2.1.1.12 Attention is drawn to Clause 6.7 of the Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The final Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.13 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.14 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.15 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Standard Conditions of Tender. (Refer also CIDB Practice Note No. 2 dated August 2006)

C2.1.1.16 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C2.2 : BILL OF QUANTITIES

Item	Description	Unit	Sch. Qty	Rate	Amount
SANS 1200A	GENERAL REQUIREMENTS AND PROVISIONS				
8.3	Scheduled Fixed-Charge and Value-Related Items				
8.3.1	Contractual Requirements	L/Sum	1		
8.3.2	Establishment of facilities on site				
8.3.2.2	Facilities for Contractor: All inclusive of offices, storage sheds, tools and equipment, ablution and latrine facilities, water and electrical supplies, dealing with water, access, plant	L/Sum	1		
8.3.3	Other fixed charged obligations	L/Sum	1		
8.3.4	Removal of site establishment	L/Sum	1		
8.4	Scheduled Time Related Items				
8.4.1	Contractual Requirements	L/Sum	1		
8.4.2	Maintain facilities for Contractor	L/Sum	1		
8.4.3	Supervision for duration of Contract	L/Sum	1		
8.4.5	Other time related obligations	L/Sum	1		
	OTHERS				
	OCCUPATIONAL HEALTH AND SAFETY ACT AND CONSTRUCTION REGULATIONS				
	a) Contractors Initial / Fixed Obligations	L/Sum	1		
	b) Submission of Health and Safety File	L/Sum	1		
	c) Contractor's time related obligations	Mth.	3		
	d) Environmental Control Officer	P/Sum	1	R 60 000,00	R 60 000,00
	f) Learnership (Student/Graduate)	P/Sum	1	R 60 000,00	R 60 000,00
	g)Community Liaison Officer @ R4600/mth	P/Sum	1	R 25 000.00	R 25 000.00
	h) Personal Protective Equipment	L/Sum	1		
	h) Establish Name Boards	No.	2		
	i) Allow Prov. Sum for Contractor's Survey	P/Sum	1	R 25 000.00	R 25 000.00
Total Carried forward to Summary					

Item	Description	Unit	Sch. Qty	Rate	Amount
SANS 1200A	ACCOMMODATION OF TRAFFIC				
B8.8.2	Accommodating Traffic and Maintaining temporary Deviations	Km	2.0		
	a) Flagmen	man-days	264		
	b) Portable Stop and Go Signs	No	2		
	e) Road Signs, R-and TR Series	No	4		
	f) Road Signs, TW Series	No	4		
	h) Delineators				
	i) Single	No	50		
	j) Traffic Cones	No	30		
	Relocation of Traffic Control Facility	L/Sum	1		
Total Carried forward to Summary					
Item	Description	Unit	Sch. Qty	Rate	Amount

SANS 1200C		CLEAR AND GRUB			
L8.2.1	Clearing and grubbing	m ²	1500		
8.2.9	Overhaul on Material hauled in excess of 1.0km	m ³ .km	6000		
L8.2.10	Remove topsoil to nominal depth of 150mm and stockpile	m ³	150		
Total Carried forward to Summary					
Item	Description	Unit	Sch. Qty	Rate	Amount

SANS 1200DA		EARTHWORKS – SMALL WORKS			
L.8.3.2	Restricted excavations				
	a) Excavate in restricted areas				
	i) Welcome Sign: Hand trim and shape road	m ³	120		
	ii) Sidewalks - Remove 150mm existing asphalt and base, excavate and level area for new sidewalks	m ³	700		
	iii) Truck Stop – Excavate up to 400mm	m ³	420		
	iii) Area in front of Spar – Excavate up to 200mm	m ³	200		
	vi) Clear, excavate and shape existing earth drains to tie into existing	m	500		
L8.3.3	Overhaul				
	a) Limited overhaul	m ³ .km	380		
	b) Long overhaul	m ³ .km	10000		
L8.3.4	Importing materials from commercial sources				
	a) Truck stop: 250mm stabilised G2 (2x125mm) compacted to 102% Mod AASHTO Density -2% Cement	m ³ .	180		
	b) Truck Stop: 150mm G6 compacted to 95% Mod AASHTO Density	m ³ .	60		
	c) Existing Sidewalk: 100mm G2 compacted to 102% Mod AASHTO Density	m ³ .	120		
	d) New Sidewalk: 100mm G2 compacted to 102% Mod AASHTO Density	m ³ .	300		
	e) Welcome Sign: 150mm G2 compacted to 98% Mod AASHTO Density	m ³ .	100		
	f) Spar Area: 150mm stabilised G2 compacted to 102% Mod AASHTO Density	m ³	200		
L8.3.5	Protect existing services	L/Sum	1	R 25 000.00	R 25 000.00
L8.3.6	Topsolling	m ²	500		
L8.3.7	Grassing or other vegetation cover	m ²	500		
Total Carried forward to Summary					
Item	Description	Unit	Sch. Qty	Rate	Amount

SANS 1200GA		CONCRETE (SMALL WORKS)					
L8.2.1	Formwork	m ²	40				
L8.3.2	Reinforcing						
	i) Ref 245 Welded Mesh	Ton	4				
	ii) Ref 193 Welded Mesh	Ton	15				
L8.4.3	Strength Concrete (Grade)						
	i) Sidewalks: Class 15/20	m ³	460				
	ii) Truck Stop: 30mPa Concrete	m ³	75				
	iii) Repair damaged concrete channels: Class 15/20	m ³	20				
	iv) Construct V-drains and Chutes: Class 15/20	m ³	15				
L8.4.4	Uniform Surface Finish						
	a) Wood floated finish	m ²	2100				
	b) Steel floated finish	m ²	300				
L8.5	Joints	m	850				
L8.6.	Supply and Install Precast Elements						
	i) 1.2m x 1.2m Heavy Duty Manhole Covers	No.	12				
	ii) Allow Prov. Sum for repairing damaged manholes	P/Sum	1	R 50 000.00	R 50 000.00		
Total Carried forward to Summary							
Item	Description	Unit	Sch. Qty	Rate	Amount		
SANS 1200MH	ASPHALT BASE AND SURFACING						

Item	Description	Unit	Sch. Qty	Rate	Amount
SPAR AREA					
L8.5.1	Prime Coat: MC 30 bitumen @ 0.7l.m ²	m ²	1500		
L8.5.4	Continuously Graded Medium Mix – 40mm thick	m ²	1500		
Total Carried forward to Summary					
SANS 1200MK	KERBING AND CHANNELLING				

L8.2.1	Concrete kerbing Fig. 12	m	1200		
L8.2.2	Figure 6 Kerb, 300mm wide grade 20mPa channel	m	2100		
L8.3.3	Backfilling behind kerbs	m ³	10		
Total Carried forward to Summary					
Item	Description	Unit	Sch. Qty	Rate	Amount
	OTHERS				

	a) Welcome Signs: Allow Prov. Sum for replacing Sandstone Cladding	P/Sum	1	R 25 000.00	R 25 000.00
	b) Welcome Signs: Allow Prov. Sum for Wooden Post and Rail Fence	P/Sum	1	R 50 000.00	R 50 000.00
	d) Allow Prov. Sum for Concrete Posts and Barriers	P/Sum	1	R60 000.00	R 60 000.00
	c) Allow Prov. Sum for other work not catered for in the BOQ	P/Sum	1	R100 000.00	R 100 000.00
	d) Clay brick paving between sidewalk concrete panels (0.2m wide x 2.0m long)	m	2100		
Total Carried forward to Summary					
Item	Description	Unit	Sch. Qty	Rate	Amount
D1000	DAYWORKS				
D1.01	Compactors				

	a) Vibrating Roller (Smooth) 10t	hr	18		
D1.04	Excavators				
	a) Rubber tyred min. 50kw	hr	18		
D1.06	Trucks				
	a) Water Tanker (up to 7000 litre)	hr	18		
D1.07	TLB 4 x 4	hr	18		
D1.07	Motor Grader	hr	18		
D1.08	Foreman	hr	18		
D1.10	a) Semi - Skilled	hr	18		
	b) Unskilled	hr	18		
Total Carried Forward to Summary					

UNDERBERG TOWN UPGRADE PHASE 2
PWBS-B044/22/23 WARD 3

SUMMARY OF SECTIONS

ITEM	SECTION	AMOUNT
SANS1200A	General Requirements and Provisions / Establishment	
SANS1200A	Accommodation of Traffic	
SANS1200C	Clear and Grub	
SANS1200DA	Earthworks (Small Works)	
SANS1200GA	Concrete Works (Small Works)	
SANS1200MH	Asphalt Base and Surfacing	
SANS1200MK	Kerb and Channelling	
	Others	
D1000	Dayworks	
SUBTOTAL		
ADD CONTINGENCIES @ 10%		
SUBTOTAL		
ADD 15% VAT		
TOTAL CARRIED FORWARD TO FORM OF OFFER		

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

PART C3 : SCOPE OF WORK

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Particular Specification

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer desires to carry out works within the Underberg Central Business District as part of the Underberg Town Upgrade.

The Employer desires that the work required for the construction be of a high standard, completed in the shortest practical time whilst making maximum use of local labour in accordance with Expanded Public Works program.

The construction works shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

C3.1.2 OVERVIEW OF THE WORKS

The upgrading works commence at the Underberg Town entrance on the R617 coming in from Bulwer and concludes at the welcome sign on the Kokstad end of the R617

C3.1.3 EXTENT OF THE WORKS

Work included in this contract involves the following:

Welcome Signs

- Replace missing stone cladding on the welcome signs;
- Gravel the internal road at picnic area coming in from Bulwer;
- Install wooden post and rail fence around the landscaped area at the welcome sign on the Bulwer end.

Sidewalks

- Remove existing asphalt surfacing and base materials to a depth of 150mm;
- Compact the base with a wacker / pedestrian roller;
- Construct 100mm thick concrete walkaway surface using Class15/20 concrete with Ref 193 wire mesh. Concrete to be constructed in alternate panels of 2m length with either clay brick paving or cobble stones between panels.
- Replace missing and/or damaged kerb and channels.
- Construct new sidewalk from Engen Garage to tie into existing sidewalk
- Construct new sidewalk from R617 to SASSA office

Truck Stop

- Construct a truck stop opposite the taxi rank.
- Install kerb and channel to tie into the existing drainage.
- Construct a masonry retaining wall with either face brick finish or Sandstone cladding as directed by the engineer and client.

Drainage along R617 through Underberg Town

- Clear existing drains;
- Clean out existing manholes and pipes;
- Tie existing drains into the manholes, construct concrete chutes/channels;
- Make good damaged manholes;
- Replace damaged manhole covers with precast units

Repair damaged asphalt on road verges in front of Spar and Post Office

- Repair damaged asphalt on road verge in front of Spar and Post Office;
- Repair damaged kerb and channels;
- Excavate and clear existing earth drains to tie into existing manholes
- Construct concrete chutes / drains to tie into existing manholes and replace damaged manhole covers.

Existing Services

- Buried services to be located and protected or re-located

Accommodation of traffic / pedestrians

- Temporary access or alternative routes (for both vehicles and pedestrians) are to be provided if necessary
- Appropriate temporary signage shall be displayed at all works locations


As-built surveys

- As-built survey of all permanent works, including services (relocated and/or proved)

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the prescribed holiday periods as set out in the Contract Data.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

RECOMMENDED BY:	APPROVED BY:
 MR. S.V. MNGADI SENIOR MANAGER: PWBS	 MR. N.C. VEZI MUNICIPAL MANAGER

C3.1.4 LOCATION OF WORKS

The site is situated in WARD 3

Refer to C4.1 for a Locality Plan.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process	Employer (Engineer)
Basic engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved for construction stage	Employer (Engineer)
Temporary works	Contractor
Information for preparation of "as built" drawings	Contractor
Preparation of as-built drawings and closeout	Employer (Engineer)

C3.2.2 DRAWINGS

The drawings listed below are provided and shall form part of the contract documentation. Additional or revised construction drawings will, in terms of Clause 13.1 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

CIVIL DRAWINGS	
Drawing Number	Drawing Description
UA1213-01-001-LYT-A-00	Underberg Town Upgrade Overall Layout Plan
UA1213-01-002-DET-A-00	Typical Details

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

As per the Dr Nkosazana Dlamini Zuma Municipality Preferential Procurement Policy.

This document shall be made available from the Employer on the contractor's request

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C3.4 : CONSTRUCTION

STANDARD SPECIFICATIONS

C3.4.1 Standard Specifications

For the purposes of this Contract the latest issues of the following specifications shall be applicable:

- SANS 1200: Standardized Specifications For Civil Engineering Construction
- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914 - 1 to 6 (2002): Targeted Construction Procurement
- SANS 1921 - 1 (2004): Construction and Management Requirements for Works Contracts
- SANS 1921 - 2 (2004): Accommodation of Traffic on Public Roads Occupied by the Contractor.
- South African Road Traffic Signs Manual (May 2012)

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 GENERAL DESCRIPTION OF THE PROJECT

Upgrade of Underberg Town Phase 2

PS-2 DESCRIPTION OF THE WORK

This description is a broad outline of the contract works and does not limit the work to be executed by the Contractor in terms of the Contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms, the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities of this Document.

2.1 Location of the project

Refer to C3.1.4 Location of Works above.

2.2 The Site

The Contractor shall confine his operations to the road reserves of the roads and a portion of the road reserves of the intersecting roads. He shall take all necessary precautions to avoid damaging existing services, buildings, roads, fences, etc. The Contractor shall make good any damage to such services and structures at his own expense.

2.3 Access to the Site

The sites are located in Underberg and access to the various sites are directly off the R617.

The operation of construction vehicles on existing roads shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof.

The Contractor, in making use of existing roads for hauling of materials to or from the site, shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days of such spillage occurring. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

2.4 Nature of the work

The nature of the work included in this Contract is for upgrading of sidewalks to concrete, repairing damaged stormwater facilities, construction of a truck stop, etc. relating to the Upgrade of Underberg Town. The work is to be undertaken by Contractors with the necessary expertise, resources and previous experience of constructing civil engineering works of a similar nature and order.

This project is labour intensive. Work such as: -

- Clearing, excavations and shaping of earth drains;
- Excavations and backfilling for kerb and channel and concrete lined v-Drains;
- Excavation of existing sidewalk asphalt surface and base;
- Spreading imported materials, spreading stabiliser agent, compaction;
- Concrete works for existing sidewalks, for the kerb and channel and side drains / chutes;
- Earthworks and Concrete works for new sidewalks and the truck stops
- Repairing damaged asphalt surfaces as directed by the engineer;
- Repairing damaged manholes;

In pursuance of the adoption of labour-intensive construction methods and RDP principles, the Contractor shall be required to undertake training of members of the local population. The Contractor shall train nominated community members as bricklayers, pipe-layers, skilled labourers, etc. Refer to Part G of this document. Work done under labour-intensive methods shall be done on task-based methods. Payment to the Contractor for labour-intensive methods shall however be made as per the tendered unit rates.

2.5 Detailed description of the project

The detailed description of the works shall be as per C3.1 above

2.6 Areas for Stockpiling or Spoiling of Material

Construction materials may be temporarily stockpiled in areas as agreed by the Engineer / Employer and local community.

All spoil material shall be hauled to and disposed of at sites agreed by the Engineer and local community and on completion of the work the sites are to be landscaped and vegetated.

2.7 Liaison with Community Leaders

In order to ensure the successful and uninterrupted completion of the Contract, liaison meetings will be held at least every two weeks with the Community Liaison Officers (CLO's) appointed by the local ward Councillors / PSC. It will be the Contractor's responsibility to arrange these formal meetings and shall distribute minutes between the CLO's, the Engineer's Representative and himself. Communications and negotiations with regard to the employment of local labour, spoil areas etc, must be maintained throughout the contract duration.

The Contractor shall be responsible to reimburse the CLO for the entire duration of the contract at the prescribed rate of **R4600** per month.

2.8 Materials Information

There is no materials investigation report required.

2.9 Proposed Training and Construction Programme

Tenderers must submit with their Tender comprehensive details of their proposed training and construction programme for the portion of the works to be constructed by conventional methods and the portion to be constructed by labour-intensive methods.

The Tenderer shall state in the Appendix to the Form of Tender the time for completion. Within five days after awarding the contract, the Contractor shall submit his programme to the Engineer for approval, in the form of a bar chart, showing clearly in addition to the requirements of Clause 12 of the General Conditions of Contract:

- (a) the proposed rate of progress in order to complete the works within the required period as stated in the Appendix, stating the various activities and their duration for each element of the works in sufficient detail to be able to gauge construction progress;
- (b) the Contractor's plant commitment on the contract;
- (c) critical path activities;
- (d) his anticipated value of work (cash flow) to be done during each month;
- (e) the training arranged by the Contractor for the nominated persons; and
- (f) the number of trainees in each discipline.

When preparing a construction programme, the Contractor must note the following:

- (a) All work is to be completed within Four (4) months, inclusive of any number of 'Construction Industry Holidays' in December and January which may occur, and all 'Special non-working days'.
- (b) Allowance must be made for expected delays due to normal rainy weather as defined in PS 2.10.
- (c) Allowance must be made for 'Special non-working days' as described in C1.2: Contract Data Provided by the Employer.

- (d) Allowance for any time required for accommodation of vehicular or pedestrian traffic to comply with the stated requirements in terms of maintaining access

2.10 Climate

The rainfall records applicable in respect of this Contract are those recorded at Underberg and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The values of N_n and R_n as noted in Contract Data are to apply:

2.11 Minimum Local Resources Target

1. Labour

It is a requirement of this contract that the minimum labour target value sourced from Local Municipal area is 15 number of the local labour. Remuneration local labour rate must be a minimum of **R 170/task/day**

2. Materials

It is a requirement of this contract that the minimum materials target value sourced from the Nkosazana Dlamini Zuma District Municipality area is 60% of the total contract value.

3. Penalties

The targets stated above are the minimum. On completion of the contract the actual local resources utilised in the contract will be measured. In the event of the Contractor not meeting the target, the following penalties will be payable.

Resource	Minimum (part of total Contract value)	Deviation (less) than target	Penalty of Total Contract value
Labour	20%	For each 1%	0.5%
Materials	38%	For each 1%	0.75%

2.11.1 Labour

It is recognized that the construction of a project such as this, requires the use of skilled personnel. Where possible however, local labour is to be used for all unskilled construction operations.

A PSC has been established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within all the affected communities.

The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC. The PSC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

2.12 Existing Services

Contractor is to prove, protect and maintain all existing services encountered on site for the duration of the contract and would be required to remove, realign or temporarily replace services as required under this contract.

Where the service owner is required to relocate their services, the contractor shall liaise with the service owner to determine the extents and timeframe of the relocation and to incorporate this information in his own programme and works methodology. The contractor may not refuse the service owner access to the site and shall provide the service owner sufficient space to do the relocations in a safe and logical method. The programming of the relocations shall be negotiated between the contractor and service provider.

Where necessary, the relocation / protection of services shall be done by the contractor under the supervision of the service owner.

2.13 Security

The provision of security for the Contractor's Site Establishment shall be his own responsibility, and no claims for additional security measures taken during the currency of the contract will be considered other than as provided for in Clause 54 of the Conditions of Contract.

It is the responsibility of the Contractor to provide adequate security for the material on site and the works. Together with good community liaison and involvement, it is possible to maintain the risk at an acceptable level and have a successful project.

PS-3 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is important for this Contract. The environmental control of the site shall be governed by the Environmental Management Programme (EMPr) included in Particular Specification C3.3 of this document, which provides *inter alia*, for:

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance over the full extent of the construction work, for the duration of the Contract.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation in the construction area and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer, all at the cost of the Contractor.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed, authorised disposal facilities.
- (g) Control of invader species of plants.

- (h) Clearing shall be limited to sports field area and under the relevant site clearance items in the bill of quantities

PS-4 CONTRACTOR'S CAMP SITE

Possible sites for the Contractor's camp site will be indicated at the site inspection.

The Contractor must take full cognizance of the regulations regarding the clearing of bush and felling of trees and no tree may be removed without the written permission of the Engineer and Employer. In establishing and maintaining the camp site, due cognizance is also to be taken of COLTA 1300.

The standard of the Contractor's camp, offices, accommodation, ablutions and other facilities must comply with the regulations of the relevant authority. Details of the facilities to be provided are to be submitted to the Engineer for approval.

The Contractor is to familiarize himself and comply with, all local by-laws and Government Regulations pertaining to the employment, transport and accommodation of labour.

PS-5 FACILITIES FOR THE ENGINEER

No special facilities are required for the Engineer.

All quality control tests will be undertaken by a commercial laboratory.

PS-6 POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements for the supply of electricity and other services. No direct payment shall be made for the provision of such services. The cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required or in the contractors Preliminary and General items.

PS-8 RECORD DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services exposed or encountered, as well as the cover levels, shall be indicated on the drawings. Record drawings are to be completed as work progresses and will be signed at progress meetings. The completion certificate shall only be issued after the Engineer has received a properly marked up set of record drawings and a ground and services survey in a format to be agreed. The survey shall be based on the same datum and trigonometric points as the issued construction drawings. Should this aspect not be strictly adhered to, the Engineer may withhold payment of all related items until the Contractor complies with this clause. A separate payment has been allowed for this service, and all costs related thereto shall be deemed to be included in the related item.

PS-10 PROTECTION OF PRIVATE PROPERTY

The Contractor shall take all the necessary steps to protect private property during construction. All fences, buildings, lean-tos, etc. shall be protected against damage that may arise as a result of the Contractor's operations on site. The Contractor shall bear the cost of the repair of any damage to any private property, damaged as a result of the Contractor's operations on site.

The Contractor shall also provide access to the existing dwellings / businesses at all times. Where it is necessary to restrict access, the contractor shall obtain written permission from residents / business owners describing the extents and duration of the restriction. Full access shall always be provided outside of working hours or on non-working days.

The contractor shall nominate a safety representative who shall be available at all times to deal with incidents or problems on the site, whether caused by the contractors works or not. The contact details of the representative shall be provided to the Employer, Engineer, local traffic / policing authorities and local

community representatives. This requirement shall also apply should the contract extend across any site closure periods.

PS-11 COMMUNICATIONS EQUIPMENT

The Contractor is to arrange for his own telephone / cell phone / fax on site, which is to be made available to the Engineer or his representative for official purposes during working hours. All costs associated hereto shall be the responsibility of the Contractor.

PS-12 DEALING WITH WATER

The contractor shall be responsible for dealing with all water during the construction from what ever source, and the cost of all de-watering, unless otherwise itemised in the Schedule of quantities, shall be deemed to be included in the tender price if a zero rate has been submitted.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications.

New clauses and payment items not covered by clauses or items in the Standard Specifications have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the Standard Specifications.

SANS 1200 STANDARDIZED SPECIFICATIONS FOR CIVIL ENGINEERING CONSTRUCTION WORKS

8.4 – OTHERS: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

Add the following new item:

Number	Item Description	Unit
PS	Occupational Health and Safety Act and Construction Obligations	
	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum
	(b) Submission of the Health & Safety File to the Employer complete, and to the satisfaction of the Employer	Lump Sum
	(c) Time-related obligations for the updating and mending the risk assessments, the safe work procedures, the project H&S file and	month

the H&S plan, and for full compliance with all H&S matters during construction of the works under the contract.

Payment of the rates tendered under this item shall include full compensation for all the contractor's charges and obligations in respect of compliance with the relevant OHS Act and the Construction Regulations.

(i) The lump sum tendered under sub item (a) shall represent full compensation for the fixed part of the contractor's obligations, ie that part which is substantially fixed and is not a function of the time required for completion of the contract and includes, but not limited to the following:

- Preparation of risk assessments,
- Safe work procedures,
- Project Health and Safety file,
- Health and Safety plan, and
- Any other Health and Safety matters that the contractor deems necessary.

Payment shall only be made once the Employer or Engineer are satisfied that all the conditions have been put in place or approved.

(ii) The lump sum tendered under sub item (b) shall represent full compensation for the completing and checking of the Project Health and Safety file and handing over to the Employer on completion of the Works.

Payment shall only be made once the Employer or Engineer are satisfied that the file is complete and have acknowledged this in writing to the Contractor.

(iii) The tendered rate per month for sub item (c) represents full compensation for that part of the contractor's obligations which are mainly a function of time and includes, but not limited to, the following:

- Updating and amending
 - The risk assessment,
 - Safe work procedures,
 - The Project Health and Safety file,
 - The Health and Safety plan, and
- Full compliance with all Health and Safety matters during construction of the Works.
- Employment (or appointment) of a Safety Officer

The Safety Officer shall be available and contactable on a full-time basis to deal with any issues as they arise. The Safety Officer may have other duties on the project, but these duties shall not prohibit them from performing the requisite Health & Safety functions, as required, in a timeous and responsible way. The Safety Officer shall also attend all project and progress meetings.

8.8.2 ACCOMMODATION OF TRAFFIC

B1517 MEASUREMENT AND PAYMENT

Add the following:

The Contractor's obligation under this Item 8.8.2 shall not be measured or paid for directly (except as hereinafter provided for) and compensation for the work involved to comply with these obligations shall be deemed to be covered by the rates and amounts tendered for the various items of work included under this Contract.

Replace payment item 1501 item with the following:

Number	Item Description	Unit
PS	Accommodating traffic and the provision and maintaining of diversions	Lump Sum

The unit of measurement shall be lump sum and shall include full compensation for accommodating traffic and providing, and maintaining temporary diversions as stipulated under in sub clauses 8.8.2. The tendered sum shall also include full compensation for the provision of communications equipment required for regulating the traffic, the provision and re-use of all temporary traffic control signs, flagmen, barricades, and New Jersey barrier complying with the legal requirements of all authorities concerned, for providing temporary access to private property, and for the provision and maintenance of temporary drainage.

The tendered sum shall also include full compensation for the specified general requirements and all incidental items of cost which are required under the provisions of Item 8.8.2.

The accommodation of traffic and the provisioning and maintenance of diversions shall be measured once only for a particular work area irrespective of the type of work to be executed or the number of times necessary to accommodate traffic over any particular part of the road.

The provision of signage and flagmen shall be based on the requirements of SARTSM Vol 2

Payment of the lump sum shall be made on a pro-rata monthly basis"

SECTION B1800: DAYWORKS

CONTENTS

B1801	SCOPE
B1802	GENERAL REQUIREMENTS
B1803	MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the method of measurement and payment for work carried out on a daywork basis.

B1802 GENERAL REQUIREMENTS

Work will be classified as daywork only if the Employer's Agent considers no other rate in the schedule of quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of Clause 6.5 of the General Conditions of Contract will be issued at the discretion of the Employer's Agent. Some or all of the items priced under daywork in the schedule of quantities may possibly not be required for this Contract.

Before ordering any material, the Contractor shall submit quotations to the Employer's Agent for his approval, and shall submit such receipts or vouchers to the Employer's Agent as may be necessary for proving the amount claimed.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Vehicles, plant and equipment:	

(a) (As specified)hour (hr)

The daywork rates submitted for vehicles, constructional plant and equipment, subitem (a), in the schedule of quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (excluding VAT) and shall apply only to vehicles, constructional plant and equipment approved in writing by the Employer’s Agent. The rate shall include for maintenance, fuels and oils and other operating costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Employer’s Agent will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Employer’s Agent or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered rates shall also include full compensation for all administrative costs, supervision, overheads, liabilities and obligations related to the running of the vehicles, constructional plant and equipment. The tendered rates shall be subject to the Contract Price Adjustment Factor laid down in the General Conditions of Contract.

Item	Unit
B18.02 Labour:	
(a) Labourer.....	hour
(b) Artisan.....	hour
(c) Supervisor.....	hour

The daywork rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Employer’s Agent.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Employer’s Agent.

The tendered rates shall also include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The tendered rates shall be subject to the Contract Price Adjustment Factor laid down in of the General Conditions of Contract.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

C3.5 : MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

C3.6 The provisions of these COLTO specification take precedent over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section "Applicable COLTO Specifications.

C3.7 The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998) applicable to this contract are stated in Section C3.4: Construction.

C3.7.1.1 Particular / Generic specifications

The following particular and generic specifications are applicable to this contract:

- i) Environmental Management Plan
- ii) Occupational Health and Safety Specifications

C3.7.1.2 Planning and programming

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval.

The Contractor shall draw up his programme to ensure that no delays are experienced on contract.

The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalisation and approval of the construction programme.

The Contractor shall submit his programme of work to the Engineer not later than fourteen (14) days after the Contractor has been notified of the acceptance of his Tender and only after discussions with the Engineer. If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in the contract.

C3.7.1.3 Methods and procedures

C3.7.1.3.1 Maintenance of accesses and streets

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of sub-base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, programme his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SANS 1200 A.

If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

C3.7.1.3.2 Blasting operation

Any blasting required shall be carried out by a competent, registered blaster. All permits required to purchase, transport, use and dispose of unused, blasting material shall be obtained and copies given to the Engineer before any blasting may take place. The commander of the local South African Police Services (SAPS) shall be informed of the time and date that blasting operations will take place at least 6 hours before blasting.

No blasting operations may take place on weekends or holidays or after 17:00 on week days.

The Contractor shall ensure that sufficient suitable cover material, to the satisfaction of the blaster, is available and in place before a blast is initiated.

C3.7.1.3.3 Normal working hours

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

C3.7.1.3.4 Interference with Municipal staff and operations

Any member of the Contractors staff found to be interfering with municipal staff or operations in any way shall be removed from the site and shall not be allowed to return.

C3.7.1.3.5 Access for other Contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hrs before access by others is required.

C3.7.1.3.6 Giving notice of work to be covered up

The Contractor shall give the Engineer reasonable time to accommodate examinations in his program, in which case times for inspections can be agreed on. Requests for examination of work shall be made in the site request book, and via email or sms to the Engineer, at least 72 hrs before the examination is required.

If the Engineer attends with the purpose of examining any part or materials of the works at the time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

C3.7.1.3.7 Cost of test specimens and tests

It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction where prescribed, comply with the specification.

C3.7.1.4 Sequence of the works

Sequencing of the works shall be agreed to between the Contractor, the Engineer and the relevant Municipal or service provider representatives

C3.7.1.5 Quality plans and control (Testing)

Refer SANS 1200 A: General and COLTO

C3.7.1.6 Environmental Management Plan

In addition to the items listed here, the EMP shall also be considered to be part of the contractual documentation, and the requirements therein shall be adhered to.

C3.7.1.6.1 Demarcation of the site

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

C3.7.1.6.2 Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The

Engineer shall approve the location and layout of the construction camp prior to establishment.

C3.7.1.6.3 Fencing of the site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced. The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

C3.7.1.6.4 Workshops

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.

C3.7.1.6.5 Eating areas

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area. Any cooking on site shall only be undertaken in the eating area and be done on well maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

C3.7.1.6.6 Watchmen

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

C3.7.1.6.7 Ablution facilities

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

C3.7.1.6.8 Solid waste collection areas

“Solid waste” refers to all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

C3.7.1.6.9 Wastewater

Water shall be used sparingly on site and where possible wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

C3.7.1.6.10 Fuel storage areas

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

C3.7.1.6.11 Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

C3.7.1.6.12 Equipment maintenance and storage

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain agreement from the Engineer prior to commencing activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

C3.7.1.6.13 Materials handling, use and storage

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, “no go” areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

Hazardous Substances

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

Fuel (Petrol and Diesel) and Oil

Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Engineer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

C3.7.1.6.14 Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

Accidental leaks and spillages

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean-up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any liquid material to the Engineer for approval.

C3.7.1.6.15 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean-up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to wind-blown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation (especially Camel Thorn Trees) outside of the demarcated site.

C3.7.1.7 Format of communications

All communication regarding the contract shall be channelled through the Engineer and/or his duly authorised representative.

The General Conditions of Contract (GCC) for Construction Works (1st edition) 2015 clauses 1.1.24 and 1.2 shall prevail in terms of format of communications.

C3.7.1.8 Key personnel

The contractor shall furnish satisfactory evidence that they dispose of sufficient staff and workmen with the necessary experience in work of a similar nature as that described in this document. For this purpose, the contractor shall duly complete Schedule 1E: Personnel and Schedule 1G: Past Experience.

C3.7.1.9 Management meeting

Monthly site meetings will take place at the site office of the Contractor at dates and time to be communicated at the award of the contract. The Employer, Engineer, Contractor and Project Steering Committee will attend the monthly site meetings. The Engineer will act as the chair for the monthly site meetings. Other planning meetings between the Contractor's personnel and the Engineer's Representative can take place on a fortnightly basis or as required in terms of the contract progress.

C3.7.1.10 Daily records

The Contractor will be required to keep a daily record of the site activities (including plant, personnel, site and weather conditions) in the Site Diary which will be inspected during each management meeting and when the Engineer or Employer visits the site.

C3.7.1.11 Bonds and guarantees

The Bond required on the project is the Form of Guarantee as described in the GCC 2015 Clause 7 and Pro Forma appended in the GCC 2015 on pages 57-58. The liability of the Guarantee shall be for 10% of the Tender Sum.

C3.7.1.12 Payment certificates

Payment on this contract will be made in accordance with Clause 49 of the General Conditions of Contract of 2015. The Contractor and the Engineer's Representative shall compile and

agree on the quantity of work certified for payment and submit the payment certificate to the Engineer 3 days before the monthly site meeting. The Engineer will draw up the payment certificate to be certified at the monthly site meeting by the Engineer and the Employer. Payment certificates will only be certified at the site meeting if the Engineer and Employer are in agreement as to work certified, contractual obligations fulfilled by the contractor, etc. following a site inspection on the day of the site meeting. Payment certificates will be certified by the Engineer and Employer should there be an agreement as to the issues previous mentioned or the payment certificate will be edited. All certified payment certificates will be dealt with as stipulated in clause 49.4: Employer's obligation to pay of the GCC 2004.

No retention money will be certified for payment unless the list setting out the work to be completed to justify the issue of the Certificate of Completion has been fully complied with.

The quantities in the Bill of Quantities are provisional only and do not necessarily represent the actual and final amount of work to be done. Unless otherwise stated, items will be measured nett in accordance with the drawings and no allowance will be made for waste.

The Contract amount for the complete contract shall be computed from the actual measured quantities of authorised work done to the satisfaction of the Engineer, valued at prices tendered against the respective items in the Bill of Quantities.

C3.7.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.7.2.1 Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

C3.7.2.2 Framework for an occupational health and safety plan

C3.7.2.2.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely.

The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

C3.7.2.2.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

C3.7.2.3 Contents of an occupational health and safety plan

C3.7.2.3.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

C3.7.2.3.2 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - Regular liaison between parties on site.
 - Consultation with the workforce.
 - The exchange of design information between the Employer, designers, supervisors and contractors on site.
 - Handling design changes during the project.
 - Selection and control of contractors.
 - The exchange of Occupational Health and Safety information between all contractors.

- Security.
- Site induction and onsite training.
- Facilities and first-aid.
- The reporting and investigation of accidents and incidents.
- The production and approval of risk assessments and method statements.
- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

C3.7.2.3.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

C3.7.2.3.4 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

C3.7.2.3.5 Health risks

- Working environment.
- Handling, storage and use of hazardous chemical substances.

- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

C3.7.2.4 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

C3.7.2.4.1 Working environment

- Trench excavations and bulk earthworks ranging between 1 and 1.5 metres in depth.
- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on “As Built” drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

C3.7.2.4.2 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

C3.7.2.5 Preparation of an occupational health and safety operational reference file/manual

The Principal Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principal Contractor shall hand the OH&S file to the Employer.

C3.7.2.5.1 The following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.
- Appointment of a health and safety officer in writing.

C3.7.2.5.2 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with contractors/mandatories.
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.

- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

C3.7.2.6 Notice of construction work

The Contractor shall complete Annexure A – Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

C3.7.2.6.1 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area surrounding the site is populated, the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.7.3 SAFETY ON SITE

C3.7.3.1 Access to site by public

The Contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public. Notices prohibiting access to the site shall be clearly displayed at all access points.

The notices shall be in English, Zulu and the most commonly used local language.

C3.7.3.2 Barricades and lighting

All excavations and openings in walls and slabs into or through which a person may fall shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S regulations.

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UNDERBERG TOWN UPGRADE PHASE 2

TENDER N° PWBS-B044/22/23

PART C4 : SITE INFORMATION

C4.1 Locality Plan

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

UNDERBERG TOWN UPGRADE PHASE 2

TENDER N^o PWBS-B044/22/23

PART C5 : ANNEXURES

Annexure A Drawings

Annexure B Environmental Management Programme

PART C5 ANNEXURE A

DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued separately.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

CIVIL DRAWINGS	
Drawing Number	Drawing Description
UA1213-01-001-LYT-A-00	Overall Layout Plan
UA1213-01-002-DET-A-00	Typical Details

PART C5 ANNEXURE B

ENVIRONMENTAL MANAGEMENT PLAN

The EMP plan will sent to the appointed contractor.

PART C5 ANNEXURE C

LOCAL CONTENT

Annex C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Annex D

Imported Content Declaration - 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 _____

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	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

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	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

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

Signature of tenderer from Annex B _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

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) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (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: _____