

DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CONSTRUCTION OF LANGELIHLE CRECHE CONTRACT No. PWBS-B028/22/23

CIDB CONTRACTOR GRADING 4 GB OR HIGHER

COMPILED BY:

FMA

FMA ENGINEERS (PTY) LTD 18 YORK ROAD GILLITTS 3610

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ON BEHALF OF:



DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY P O BOX 62 CREIGHTON

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Email:

mngadis@ndz.gov.za

COMPULSORY SITE INSPECTION 09th September 2022

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

TENDER CLOSING DATE: 23rd September 2022 AT 12H00



CONSTRUCTION OF LANGELIHLE CRECHE

CONTRACT PWBS-B028/22/23

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THE TENDER

T1: TENDERING PROCEDURES

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T1: TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER

BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the Projects ax incleated below within Dr Nicosezene Diamini - 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 - 898EE.

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 affects \$1% 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 Bristing will be at Dr Nikossizaria Diamins - Zuma Municipality offices in Main Street, Creighton. A representative from Dr Nkosazana Dismini – Zuma Municipatity will meet prospective Bildders to provide details of the Contract. NB: Please be advised that only attendance register will be algored during the 1th session of briefing and Documents will be signed on site.

PROJECT NAME	CONTRACT NO.	CIDS Grade	BRIEFING DATE AND TIME	GLOSING DAYE AND TIME
MAKAWUBANE SPORYS	PWB5-	Grade 3 CE or	09th September	23" September
PRASE 2	5027/22/23	Higher	2022 @18h00	2022 @12h00
CONSTRUCTION OF	PW95-	Grade 4 GB	89" September	23 rd Suptember
LANGELIHLE CRECKE	8439/22/23	or Higher	2022 @18600	2022 3 rl2h04

DOCUMENTS

Bid documents will be available at the Cregition Office from the 66th September 2022. during office hours until the 69th September 2022 before 12h00pm. The cost of the quotation document la R476.00 which is non-refundable. An Electronic copy is avaidable on our website (www.ndz.pow.za) for FREE.

THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED WITH THE BID

- Valid tax disasance certificate or Tax Compliance Status PNI
 Submit proof that the bidder and its directors do not own municipal rates and services
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK)
- Conflict copy of B-BBFF contribute or system and days
- Certified copies of ID's
- Form of office fully sumpleied
- MDE t 4.6.2.8.5 and Annoxines C D & E fully unrelieved.
- Prend of regienstion with LAT
- CID2 Grane Certificate

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 Micosazane Diamini Zeme Musicipality Offices, Main street, Creighton by no leter than time stipulated above. Late or faxed bids with not be accepted. Failure to comply with the above conditions will invalidate your offer.

The Or Niceazana Diamini 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:

Project Name	Industry/sector/aub-sector	Minimum threshold for local content
Marawusane sports Phase 2	 Steel value added products (fence poles, gost post, fence, Reinforcement and Steel Gate) 	100%
	 Cement products 	100%
	 PVC Product 	100%
	 Plastic Tanks 	100%
	Clothing and Textile	100%
CONSTRUCTION OF LANGELINLE CRECKE	Steel value added products (Reinforcement, IBR Chromadeck roof sheet, Steel Frames, Gehansed windows, Finges and bolts, Rezor Mesh Fonce, Gale and Gelvanised Poet)	180%
	Comont products	190%
	Clothing and Textile	100%
	PVC Products (Pipes, Gutters and Opun Pipes)	106%
	Electrical cable	90%

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 bours (08:00 - 16:30)

BID ENQUIRIES

But progenies
Procedure inteled enquires, Miss N. Holise
Technical Enquires, Mr S.V. Missaci or Mr Z. Diamin
Dr Missacena Diamini Zuma Municipality
P O Sox 62
Fax 1
Fax 1

Tel No. (039) 833 1038 Fex No. (039) 833 1179

Cregitor 1253

EMEREO O LOW MILE

NAL Vezi

T1.2: TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are deliberately not reproduced in this document; tenderers may review the standard on the CIDB website.

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	Description		
F.1	General		
F.1.1	Actions		
	Add the following to the end of Clause F.1.1: The Employer is Dr Nkosazana Dlamini Zuma Local Municipality, represented by Mr. S.V. Mngadi		
F.1.2	Tender Documents		
	Add the following to the end of Clause F.1.2:		
	The tender documents issued by the employer comprise the following:		
	Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable:		
	 CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016. JBCC SERIES 2000 "Joint Building Contract Agreement", Fifth Edition 5.0: Code 2101 – July 		
	2007 published by the Joint Building Contracts Committee.		
	 Standard Preambles for Trades (PW 371 - A & PW 371 - B) and Supplementary Preambles as published by the Department of Public Works for government projects. 		
	 The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014). 		
	 The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2011). 		
	THE TENDER		

	Part 1: Tendering Procedures T1.1 to T1.3			
	Part 2: Returnable Documents T2.1: to T2.2			
	THE CONTRACT			
	Part C1: Agreements and Cont C1.1 to C1.7	ract Data		
	Part C2: Pricing data C2.1 to C2.2			
	Part C3: Scope of work C3.1 to C3.4			
	Part 4: Site information C4.1 to C4.2			
F.1.4	Communication and the Employer's Agent			
	Add the following to the end of C	lause F.1.4:		
	visits/clarification meetings or at as	that verbal information, given by the Employer's Agent during site any other time prior to the award of the Contract, will not be regarded formation issued formally by the Employers Agent in writing to ending the Tender Documents.		
	The Empleyed's Agent is	EMA ENGINEERO (DTV) LTD		
	The Employer's Agent is: Address:	FMA ENGINEERS (PTY) LTD 18 York Road GILLITTS 3610		
	Tel Nº:	+27 (31) 764 2763		
	Fax Nº:	+27 (86) 542 4084		
	Contact Person	Hlosokuhle Fuyana		
	Email:	admin@fmaengineers.co.za		
F.2	Tenderer's Obligations			
F.2.1	Eligibility			
	Add the following to the end of Ci	lause F.2.1:		
	A. Construction Industry Devel	lopment Board (CIDB) Registration		
F.2.1.1	in a contractor grading of determined in accordance Regulation 25 (1B) or 25(o are registered (as "Active") with the CIDB (at time of tender closing), designation equal to or higher than a contractor grading designation ce with the sum tendered, or a value determined in accordance with 7A) of the Construction Industry Development Regulations, but not less uction work, are eligible to submit a tender offer.		
	B. Joint Ventures are eligible to	o submit a tender offer provided that:		
		1 774		

- Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
- 2. The lead partner has a contractor grading designation in the GB class of construction work and has a grading designation of not lower than one level below the required grading designation;
- 3. The value of work to be undertaken by each partner must be within their CIDB grading limit.
- 4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2:
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor gracing designation 7
9	Three contractors registered in contractor grading designation 8

- 5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- 6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register.

D. Attendance of Compulsory Site Briefing

Only Tenderers who have attended the compulsory site briefing and have Form A3 "Clarification Meeting Certificate" signed by the Employers agent or his representative will be eligible to submit a tender offer.

E. Time for Completion of the Contract

The time for completion of the contract is stated in the Contract Data. F. Tenderer's Tax Clearance Certificate Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number. Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders. **Tender Qualification: Labour Intensive Contracts** To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: a. Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying F.2.1.3 trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. b. Liquid assets/or credit facilities covering the expected expenditures for two full work months c. Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment d. The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour intensive works for all LI activities. Schedule of Labour Content The minimum Labour Content for this Project shall be % calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be: Disabled Total Women Youth F.2.1.4 5 3 Work Opportunities 8 3,600 6,000 Person Days 9,600 5 2 **Training Days** F.2.7 Clarification Meeting Add the following to the end of Clause F.2.7: The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced. F.2.10.3 **Pricing the Tender Offer**

	Delete the contents of Clause F.2.10.3 and replace with the following:
	This tender is NOT subject to Contract Price Adjustment.
F.2.12	Alternative Tender Offers
	Delete the contents of Clause F.2.12 and replace with the following:
	No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price
	Adjustment.
F.2.13	Submitting a tender offer
	Delete the contents of Clause F.2.13.2 and replace with the following:
	"Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.
F2.13.2	Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled "Supporting Documentation", and further labelled in accordance with F2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.
	Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink."
	Add the following at the end of Clause F.2.13.3:
50.40.0	Number of copies required is One (1) original and one (1) complete copy.
F2.13.3	Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer.
	Add the following after the first sentence of Clause F.2.13.4:
F.2.13.4	The tender shall be signed by a person duly authorised to do so.
	Add the following after the first sentence of Clause F.2.13.5:
	The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:
	Invitation to Tender
	Location of Tender Box: Dr Nkosazana Dlamini Zuma Local Municipality Offices
F.2.13.5	Physical Address: Main Street, CREIGHTON, 3263.
	Identification details
	The identification details which must be stated in the tender offer outer package are:
	Tender Number: PWBS-B028/22/23
	Title of Tender: CONSTRUCTION OF LANGELIHLE CRECHE
F.2.13.6	Delete the contents of Clause F.2.13.6 and replace with the following:

E 0 4 =	A two-envelope Procedure as described in Clause F.3.5 will not be followed.	
F.2.15	Closing Time	
F.2.15.1	Add the following to the end of Clause F.2.15.1:	
F.Z. 15. 1	The closing time for submission of tender offers is as stated in the Tender Notice and Invi	tation to Tend
F.2.16	Tender offer validity	
F.2.16.1	Add the following to the end of Clause F.2.16.1:	
1 .2.10.1	The tender offer validity period is ninety (90) days from the closing date.	
F.2.16,2	Add the following to the end of Clause F.2.16.2:	
1 .2.10.2	The maximum extension on the tender offer validity period is 90 days.	
F.2.17	Clarification of Tender Offer after Submission	
	Add the following to the end of Clause F.2.17:	
	by the Employer, or confirmation of registration with CIDB within the time for submiss Employer's written request for such clarification or confirmation. A tender may be rejected or lump sums for some of the items in the bills/schedules of quantities are, in the opinion unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how su were obtained) or to adjust the unit rates or lump sums for such items while retaining prices unchanged.	d if the unit rat of the Employ by the Employ ch rates or sui
	The tenderer is required to submit with his tender:	TIOK
	a) Proof of registration with CSD- starting with (MAAA)	TICK
	b) Joint Venture Agreement (if necessary)	
	by contract grounding (in necessary)	
	c) Form of offer fully completed	
F.2.23	c) Form of offer fully completed d) MBD 1,4,6.2,8, 9 and annexure C fully completed	
F.2.23		
F.2.23	d) MBD 1,4,6.2,8, 9 and annexure C fully completed	
F.2.23	d) MBD 1,4,6.2,8, 9 and annexure C fully completed e) CIDB Grading Certificate: 4GB 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	
F.2.23	d) MBD 1,4,6.2,8, 9 and annexure C fully completed e) CIDB Grading Certificate: 4GB 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 NB: Failure to submit the above documents your tender will be disqualified DOCUMENTS TO BE SUBMITED	TICK
F.2.23	d) MBD 1,4,6.2,8, 9 and annexure C fully completed e) CIDB Grading Certificate: 4GB 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 NB: Failure to submit the above documents your tender will be disqualified DOCUMENTS TO BE SUBMITED a) Certified Copies of CK Documents / Sole proprietary	TICK
F.2.23	d) MBD 1,4,6.2,8, 9 and annexure C fully completed e) CIDB Grading Certificate: 4GB 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 NB: Failure to submit the above documents your tender will be disqualified DOCUMENTS TO BE SUBMITED	TICK

	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
	Attach exemption letter from the relevant municipality.
	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)
F.3	The employer's undertakings
F.3.1	Respond to Requests from the Tenderer
	Delete the contents of Clause F.3.1.1 and replace with the following:
F.3.1.1	The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.
F.3.4	Opening of Tender Submissions
	Add the following to the end of Clause F.3.4.1:
F.3.4.1	The time and location for opening of the tender offers is:
	Time: 12H00 on Friday, 23 rd September 2022 Location: Dr Nkosazana Dlamini Zuma Local Municipality
F.3.4.2	Delete the following Clause F.3.4.2:
	"number of points claimed for its BBBEE status level"
F.3.7	Grounds for rejection and disqualification
	Add the following to the end of Clause F.3.7:
	Tenderers will be disqualified if any if,
	 a. Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector b. If the Tender has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform

	the proposed contract in the best interest of the Employer or potentially compromise the tender
	process. c. If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"
F.3.8	Test for Responsiveness
	Add the following to the end of Clause F.3.8.2:
	"Tenders will also be considered non-responsive if:
F.3.8.2	 a. The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended. b. The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1. c. If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify
	or submit any supporting documentation within the time for submission stated in the Employer's written request. d. The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment.
	e. There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing eg. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."
F.3.11	Evaluation of tender offers
F.3.11.1	General
	Add the following to the end of Clause F.3.11.1:
	The Procedure for the evaluation of responsive tenders is Method 1: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60% in order to qualify for further evaluation.
F.3.11.7	Scoring Price
	Add the following to the end of Clause F.3.11.7:
	For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.
F.3.11.8	Scoring Preferences
	Add the following to the end of Clause F.3.11.8:
	For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations.
F.3.11.9	Scoring Functionality
	Replace this clause with the following:
	The functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below.
	Points will be allocated only where the required supporting documentation has been submitted by the tenderer.
	DETAILED BREAKDOWN OF FUNCTIONALITY POINTS
	The procedure for the evaluation of responsive tenders is Method 4 (Functionality, Price

and Preferences) using the 80/20 Preferential Point System:

Stage 1: Scoring Quality (Functionality)

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

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

Points

Relevant Experience of Enterprise = 35
 Experience of Key Personnel = 40
 Availability of relevant plant and equipment = 25

Total Points =100

Key Aspect of Criterion	Basis for Points Allocation	Max Points	Verification Method
Relevant Experience of the Contractor in	3 x Completed Building Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	35	Appointment Letter and. Letter of Reference
Road Construction	2 x Completed Building Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	20	Appointment Letter and.Letter of Reference
	X Completed Building Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	10	Appointment Letter and.Letter of Reference
Qualifications and CV's of Contract Manager	National Diploma in Civil Engineering or Building or Project Management with 3 years' experience in Building Projects	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Building or Project Management with 2 years' experience in Building Projects	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Building or Project Management with 1 years' experience in Building 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 or Building with 3 years' experience in Building Projects	15	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering or Building with 2 years' experience in Building Projects	10	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering or Building with 1 years' experience in Building 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 Building Projects	15	Detailed CV to be attached with clear experience and reference
	6 -9 years of experience in Building Projects	10	Detailed CV to be attached with clear

	1 -5 years of experience in	5	experience and reference Detailed CV to be
	Building Projects		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 constructing Building 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 constructing the Building Projects (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook and proforma 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 constructing the Building 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:

 $Ps = 80x (1-(\underline{Pt-Pmin}))$

Pmin

Where

Ps = Points scored for price of tender under consideration

Pt = Rand Value of tender under consideration

Pmin = Rand value of lowest acceptable tender

The 20 points of the Scoring System

Determination of Scores

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:

Preferential Points System - 80/20

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			
F.3.16	Notification to unsuccessful tenderers				
	Delete the contents of Clause F.3.16.2 and repla	ce the following:			
	Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, Dr Nkosazana-Dlamini Zuma Municipality. The format of the appeal must:				
	set out the reasons for the appeal state in which way the appellant's rig state the remedy sought be accompanied by a copy of the n Supply Chain Management Bid Adju If no bona fide appeals have been received withi Tenderer will be notified of Dr Nkosazana-Dlamii The consideration of appeals and, if necessary, ti in terms of Dr Nkosazana-Dlamini Zuma Municip	otification advising the Tend dication Committee. n 5 days of the notifications to be a summer of the committee of the commi	erer of the decision of the being sent, the successful tance of their bid.		
F.3.17	Provide Copies of the Contracts	ality's appeals process.			
	Add the following to the end of Clause F.3.17:				
	"The number of paper copies of the signed contra				

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1	Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)
	Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
	In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).
T.1.2.3.2	T.1.2.3.2 Claims Arising after Submission of Tender
	No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:
	 Inspected the Tender Drawings and read and fully understood the Conditions of Contract. Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
	3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
	4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
	Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.
T.1.2.3.3	Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.4 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R4 600 per month throughout the contract.

T.1.2.3.5 Labour Intensive Construction / Use of Local Labour

Aspects of this project will be carried out in accordance with the provisions of EPWP and as set out in clauses F.2.1.3 and F.2.1.4.

The contractor must to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:

- Excavation for shallow foundations
- Steel fixing for foundations and other reinforced structures
- Shuttering
- Brick laying
- Ancillary roadworks
- General cleaning

The latest gazetted government labour rate for the Construction industry will to be used in the contract for remuneration of local labour.

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T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender submission:

Form	Returnable Schedules (Documents) for Tender Evaluation Purposes	Submitted Yes/No	Compulsory for Immediate Disqualification (Yes/No)
A1	Certificate of Tax Clearance (MBD 2)		Yes
A2	Company / Cc / Partnership / JV / SP Registration Certificates and Certified ID- copies of ALL directors, members and partners.		Yes
A3	Certificate of attendance of Site Inspection Meeting		Yes
A4	PPP Document		Yes
A5	Declaration of Interest		Yes
A6	Preference Points claim form in terms of the Preferential Procurement Regulations 2011 (MBD 6.1)		Yes
A6.1	Declaration certificate for local production and content (MBD 6.2) and annexure C		Yes
A7	Certified BBBEE Certificate		No
A8	Rates Clearance Certificate		No
A9	Contractor's CIDB Registration Certificate		Yes
A10	Central Supplier's Database registration certificate		Yes
A11	Letter of Good Standing with Compensation Fund (COID)		Yes
A12	Declaration of Bidder's Past SCM (MBD 8)		Yes
A13	Independent Bid Determination (MBD 9)		Yes
A14	Record of Addenda to Tender Documents		Yes
A15	Contractor's Health and Safety Declaration (Form concerning fulfilment of the Construction Regulations, 2014)		Yes
A16	NHBRC Registration Certificate		No

Note: Compulsory for immediate disqualification means – the tender will not be evaluated further if a particular returnable schedule document is not duly completed and signed prior submitting bid document.

A1: CERTIFICATE OF TAX CLEARANCE (MBD 2)

Tenderers are required to be registered for VAT and will need to submit the following in order to be considered: -

- A SARS Tax Compliance Certificate or
- A Tax Compliance Status Certificate with Pin (Obtainable from E-Filling)

The tax clearance certificate as per the above must be valid prior to the closing date of the tender and must be kept valid for the duration of the contract.

ATTACH PROOF TO THIS PAGE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER

A2: COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of directors

ATTACH PROOF TO THIS PAGE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER

A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING

CONTRACT No.: PWBS-B028/22/23
CONSTRUCTION OF LANGELIHLE CRECHE

(Please print)	
It is hereby CERTIFIED that I,	(name)
	and a duly authorized
representative of	(the TENDERER)
of (address)	
in the company of	(the ENGINEER)
attended the official Site Inspection on	(date)
for and on behalf of the above-named Tenderer.	
I hereby further DECLARE that I am satisfied with by the above-named Engineer.	the description of the Works and the explanations give
Particulars of person(s) attending the meeting:	
Name:	Signature:
Capacity:	
Name:	Signature:
Capacity:	
Attendance of the above person(s) at the meetinnamely:	ng is confirmed by the Employer's representative,
Name:	Signature:
Capacity:	Date and Time:
Municipali	iv Date Stamp

Municipality Date Stamp

A4: PREFERENTIAL PROCUMENT AND DECLARATION OF INTEREST

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2002 (Act No.5 of 2000) it is a condition of this tender/quote that the successful tenderer's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction.

SERVICE PROVIDER TO CHECK WITH THE SCM UNIT IF TAX CLEARANCE ON FILE IS UPDATED.

In cases of Consortiums, Joint Ventures or Partnerships each individual must submit the required Certificate aforementioned.

PARTICULARS OF TAXPAYER/TENDERER

Name of Taxpayer/tenderer	
Trade name (if applicable)	
Identification No. (if applicable)	
Co. or CC No. (if applicable)	
Income Tax Reference No.	
VAT Registration No.	
PAYE No. (if applicable)	
(Person completing form) Name	
Address	
Telephone/Cell phone No.	
CIDB No.	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

A5: DECLARATION OF INTEREST (MBD 4)

1. 1.	Any may favo to p	bid will be accepted from persons in the service of the state ¹ . y person, having a kinship with persons in the service of the state, including a make an offer or offers in terms of this invitation to bid. In view of posturitism, should the resulting bid, or part thereof, be awarded to persons connectes on the state, it is required that the bidder or their authorised represents in service of the state, it is required that the bidder or their authorised represents in relation to the evaluating/adjudicating authority.	sible allegations of
	3 In with	order to give effect to the above, the following questionnaire must be complete bid.	eted and submitted
	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 i numbers and state employee numbers must be indicated in paragraph 4 belo	dentity w.
	3.8	Are you presently in the service of the state?	YES / NO
		3.8.1 If yes, furnish particulars.	
¹ MS((a)	CM Re a me (i) (ii) (iii)	egulations: "in the service of the state" means to be – ember of – any municipal council; any provincial legislature; or the national Assembly or the national Council of provinces;	
(c) (d) (e)	an of an er cons 1999 a me	ember of the board of directors of any municipal entity; ficial of any municipality or municipal entity; inployee of any national or provincial department, national or provincial public titutional institution within the meaning of the Public Finance Management Act	entity or , 1999 (Act No.1 of
² Sh mai	nareho nagen	older" means a person who owns shares in the company and is actively involve nent of the company or business and exercises control over the company.	ed in the
	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.	

4.

3.11	any other bidder and any pers	iship (family, friend, other) betweer sons in the service of the state who uation and or adjudication of this b)
	3.11.1 If yes, furnish particula		
3.12	Are any of the company's direct principle shareholders or stake	ctors, trustees, managers, eholders in service of the state?	YES / NO
	3.12.1 If yes, furnish particula		
3.13	Are any spouse, child or parent trustees, managers, principle sin service of the state?	t of the company's directors shareholders or stakeholders	YES / NO
	3.13.1 If yes, furnish particula		
.14	Do you or any of the directors, principle shareholders, or stak have any interest in any other business whether or not they a	eholders of this company related companies or	YES / NO
	3.14.1 If yes, furnish particula	rs:	
	3.14.1 If yes, furnish particula	rs:	
Ful	Il details of directors / trustees		State Employee
Ful	ll details of directors / trustees	/ members / shareholders.	State Employee Number
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Ful	ll details of directors / trustees	/ members / shareholders.	
Ful	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	
Full	ll details of directors / trustees	/ members / shareholders.	

A6: 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 "Gemparative 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.
- In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

4. POINTS AWARDED FOR PRICE

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

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

80/20

ОГ

90/10

Where	è		$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$					
	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. 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.							
6.6								
7.	BID DECLARATION							
7.1	Bidders w	vho cla	aim points in respect of BEE must complete the Bid Declaration at the end of this form.					
8.	DESCRIE	BE PR	INCIPAL BUSINESS ACTIVITIES					
9.	COMPAN	IY CL	ASSIFICATION					
	Manufacto Supplier Profession Other sen	nal se	rvice provider roviders, e.g. transporter, etc.					
	[TICK APPL	ICABLI	≣ BOX]					
10.			FORMATION UNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT					
	District Mu	unicipa	ality where business is situated:					
	Danistana	-I A						

Registered Account No:

Stand No:

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

Local Municipality where business is situated:

Registered Account No:

Stand No:

11	TOTAI	L NUM	MBER OF	YEARS	THE	FIRM	HAS	BEEN	IN	BUSINESS?
12	Cons	sortium /	Joint Venture	•						
12.1	2.1 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:							/ joint points		
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)	(ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.								
	(iii)	(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.						wn in to the		
	(iv)	If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -							other	
		 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and 							sult of	
	 (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; 							as a such		
	WITN	ESSES:								
	161150									
2. Signature(s)				ire(s) of) of bidders					

MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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:

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

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:

Descri	ption of services, works or goods	Stipulated minimum threshold		
Steel v	/alue added products			
	Reinforcement	100%		
•	IBR Chromadek roof sheet		100%	
•	Steel Frames		100%	
•	Galvanized Window frames		100%	
•	Hinges and Bolts		100%	
•	fence poles		100%	
•	goal post		100%	
•	Razor Mesh fence		100%	
•	Steel Gate		100%	
Cemer	nt products		100%	
PVC P	roduct			
Pipes			100%	
Gutters	3	100%		
Down	pipes		100%	
Plastic	: Tanks	100%		
Clothi	ng and Textile	100%		
Electri	cal cable		90%	

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,								
of(name of bidder entity), the following:								
(a) The facts contained herein are within my own personal knowledge.	(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:								
District to the same of the sa	R							
	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: _								

A7: CERTIFIED B-BBEE CERTIFICATE

Attach certified copy (not a copy of a copy) of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) to this page.

A8: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the Dr Nkosazana Dlamini Zuma Local Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the tender is being undertaken and the municipality in which their business address is recorded as per Companies and Intellectual Commission (CPIC) if different.

SCM certificates for the Dr Nkosazana Dlamini Zuma area are obtainable from the Dr Nkosazana Dlamini Zuma Municipality and the provision of this certificate is compulsory;

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

- An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
- 2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
- 3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate; or
- 4. Tenders who are <u>not</u> registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

In addition to 1 - 4 above, the following is compulsory

 SCM certificates for the Dr Nkosazana Dlamini Zuma area which are obtainable from the municipality and the provision of this Certificate is compulsory and must be attached to this page

Attach proof to this page in terms of the above

A9: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

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

IT IS THE CONTRACTOR'S RESPONSIILITY TO ENSURE THAT THIER ONLINE CIDB REGISTER OF CONTRACTORS REFLECTS THEM AS "ACTIVE" FOR THE DURATION OF THE TENDER VALIDITY PERIOD. AN "INACTIVE" REGISTRATION STATUS WILL INVALIDATE THE TENDER

A10: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE

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

ATTACH PROOF HERE
FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WIIL INVALIDATE THE TENDER

CONTRACT No.: PWBS-B028/22/23 CONSTRUCTION OF LANGELIHLE CRECHE

A11: LETTER OF GOOD STANDING WITH COMPENSATION FUND (COID)

[NOTE: The tenderer's Workmen's Compensation Registration Certificate in accordance to the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, is to be attached here].

ATTACH PROOF HERE
FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER

A12: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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 TENDERER may be rejected if that TENDERER, 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).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Itam	0		
Item 4.1	Question	Yes	No
	Is the TENDERER or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the TENDERER 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	No
4.2.1	If so, furnish particulars:		
4.3	Was the TENDERER 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	No
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the TENDERER 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	No

4.4.1	if so, furnish particulars:			
4.5	Was any contract between the TENDERER and any other organ of state terminated during the perform on or comply with the contract?	d the municipality / municipal entity or past five years on account of failure to	Yes	No □
4.7.1	If so, furnish particulars:			
	FICATION			
INFOR	UNDERSIGNED (FULL NAME)	TION FORM TRUE AND CORRECT	TIFY TH	AT THE
I ACCE AGAIN	EPT THAT, IN ADDITION TO CANCELLATION PROPERTY OF THE SHOULD THIS DECLARATION PROPERTY.	TION OF A CONTRACT, ACTION I	MAY BE	TAKEN
•••••••••••••••••••••••••••••••••••••••	SIGNATURE	DATE		
	POSITION	NAME OF TENDERER		

A13: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- This Municipal Bidding Document (MBD) must form part of all bids1 invited.
- 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.
- 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:
 - take all reasonable steps to prevent such abuse;
 - b. reject the bid of any TENDERER if that TENDERER 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.
 - 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 Bld 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.

I, the undersigned, in submitting the accompanying bid:

CONTRACT No.: PWBS-B028/22/23 CONSTRUCTION OF LANGELIHLE CRECHE

in response to the invitation for the bid made by: DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

(Name of TENDERER)	
l certify, on behalf of:t	that:
do hereby make the following statements that I certify to be true and complete in every respect:	

- 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 TENDERER to sign this Certificate, and to submit the accompanying bid, on behalf of the TENDERER;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the TENDERER to determine the terms of, and to sign, the bid, on behalf of the TENDERER;
- 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 TENDERER, whether or not affiliated with the TENDERER, 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 TENDERER and/or is in the same line of business as the TENDERER
- 6. The TENDERER 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;
 - 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 TENDERER, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the 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.

capital, efforts, skill and knowledge in an activity for the execution of a contract.			
SIGNATURE	DATE		
POSITION	NAME OF TENDERER		

A14: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1		
2		
3		
4		
5		

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

A15: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

[NOTE: this form must be completed concerning fulfilment of the construction regulations, 2014]

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 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.

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

YES	
NO	

	(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:	
	1
	••••••
	••••••
Provide details of proposed training (if any) that will be undergone:	

5	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
7	The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).
	The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.
SIGN	ATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:
1	ID NO:
2	ID NO:

A16: NATIONAL HOME BUILDERS REGISTRATION COUNCIL (NHBRC) CERTIFICATE

[NOTE: The tenderer's valid NHBRC Certificate, is to be attached here].

ATTACH CERTIFICATE HERE

T2.2: RETURNABLE SCHEDULES

The tenderer must complete and submit the following returnable schedules and documents:

Form	Returnable Schedules (Documents) that will be incorporated into the contract	Remarks
B1	Tenderer's Financial standing	For evaluation purposes
B2	Certificate of Authority for Signatory	Invalidate The Tender
B2.1	Certificate of Authority for Joint Ventures	Invalidate The Tender
B2.2	Joint Venture Disclosure Form	Invalidate The Tender
B3	Schedule of Current Commitments	For evaluation purposes
B4	Forms for Functionality points	For evaluation purposes
B4.1	Company Experience	For evaluation purposes
B4.2	Schedule of plant and equipment	For evaluation purposes
B4.3	Proposed Key personnel	For evaluation purposes
B4.4	Quality Control Plan	For evaluation purposes
B4.5	Compulsory subcontracting	Invalidate The Tender
B4.6	EPWP Requirements	For evaluation purposes
B5	Certificate for Insurance Cover	For evaluation purposes
B6	Preliminary Construction Programme	For evaluation purposes
B7	Estimated Monthly Expenditure	For evaluation purposes
B8	Compulsory Enterprise Questionnaire	Invalidate The Tender

[NOTE: Each form must be completed fully the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure to complete the schedules and forms to the satisfaction of the Employer will, inevitably, prejudice the tender and may lead to rejection claiming the tender is not responsive].

B1: TENDERER'S FINANCIAL STANDING (FINANCIAL REFERENCES)

Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

DESCRIPTION OF

BANK DETAIL
Name of bank

Branch name

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

BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE

Branch code				
Street address				
Postal address				
Name of manager				
Telephone number				
Fax number				
Account number				
Tenderer's Tax Details				
Tenderer's VAT vendor reg	jistration number:			
enderer's SARS tax reference number:				
NAME:		POSITION:		
SIGNATURE:	•••••••••••	DATE:		
of person authorised to sign on behalf of the Tenderer)				

An example for a company is shown below:

B2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

"I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or *Delete whichever is inapplicable NAME **SIGNATURE** DATE NAME **SIGNATURE** DATE **WITNESSES NAME SIGNATURE** DATE NAME SIGNATURE DATE

B2.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only i	f Tenderer is a joint venture.
We, the undersigned, are submitting this tender off	er in joint venture and hereby authorise
Mr/Ms, aut	horised signatory of the company, close corporation or
partnershipdocuments in connection with the tender offer and	acting in the capacity of lead partner, to sign al any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature:
		Signature :
		Signature :

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.

B2.2: JOINT VENTURE DISCLOSURE FORM

GENERAL

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv. ABE partners must complete ABE Declaration Affidavits.
- v. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name
b) Postal address
c) Physical address
d) Telephone
e) Fax
2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER
2.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements:

2.2(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
(Continue as required for further non-Affirmable Joint Venture Partners)
3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER
3.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
3.2(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
3.3(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements:
4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

(6.000)

5. OV	WNERSHIP OF THE JOINT VENTURE	
a) Aff	irmable Joint Venture Partner ownership percentage(s)	%
	n-Affirmable Joint Venture Partner ownership percentage(s	
c) Affi	rmable Joint Venture Partner percentages in respect of : * i) Profit and loss sharing	
	ii) Initial capital contribution in Rands	
(*Brie	f descriptions and further particulars should be provided to	clarify percentages).
iii) An	ticipated on-going capital contributions in Rands	
iv) Co partne	ntributions of equipment (specify types, quality, and quantiter.	ies of equipment) to be provided by each
6. REC	CENT CONTRACTS EXECUTED BY PARTNERS IN THEIR	ROWN RIGHT AS PRIME CONTRACTORS
OK AS	S PARTNERS IN OTHER JOINT VENTURES	
	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a.		
b.		
c.		
d.		
e.		
	ACCIDMADI E JOINT VENTURE DA DENERO	
	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
а.		
b.		
C.		
d.		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to in the relevant management functions and policy and decision making, indicating any limitations authority e.g. co-signature requirements and Rand limits).	o engage s in their
a) Joint Venture cheque signing	

b) Authority to enter into contracts on behalf of the Joint Venture	
y y a same some dombenan of the Joint Venture	

c) Signing, co-signing and/or collateralising of loans	
d) Acquisition of lines of credit	••••
	•••
e) Acquisition of performance bonds	
f) Negotiating and signing labour agreements	••
, garantig and digital agreements	
8. MANAGEMENT OF CONTRACT PERFORMANCE	
(Fill in the name and firm of the responsible person).	
a) Supervision of field operations	

b) Major purchasing		
c) Estimating		
d) Technical management		
9. MANAGEMENT AND CONTROL OF JOINT V a) Identify the "managing partner", if any,	/ENTURE	
b) What authority does each partner have to companies, suppliers, subcontractors and/or othe works?	mit or obligate the other to final reparties participating in the ex	ancial institutions, insurance xecution of the contemplated
c) Describe the management structure for the Join	nt Venture's work under the co	ontract
MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

NUMBER EX

10. PERSONNEL

a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NONAFIRMABLE JOINT VENTURE PARTNERS
	tner" or "ex non-Affirmable Joint Venture	•
b) Number of operative personnel to be(i) Number currently employed by Affire	employed on the Contract who are curre mable Joint Venture Partners	ntly in the employ of partners.
(ii) Number currently employed by the	Joint Venture	
c) Number of operative personnel who engaged on the project by the Joint Ve	are not currently in the employ of the r	espective partner and will be
d) Name of individual(s) who will be res	sponsible for hiring Joint Venture employe	ees
e) Name of partner who will be respons	sible for the preparation of Joint Venture p	payrolls
11. CONTROL AND STRUCTURE OF		
	····	

...... The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking. The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer. Signature..... Duly authorised to sign on behalf of Name..... Address..... Telephone..... Date..... Signature..... Duly authorised to sign on behalf of..... Name..... Address Telephone..... Date..... Signature..... Duly authorised to sign on behalf of..... Name..... Address..... Telephone..... Date..... Signature..... Duly authorised to sign on behalf of..... Name..... Address..... Telephone..... Date......

B3: SCHEDULE OF CURRENT COMMITMENTS

[NOTES to Tenderer:

- The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and Tenders for which offers have been submitted but awards not yet made.
- In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- 3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a Tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.]

Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date
	(Irioi, VAT)		
ERS NOT VET AWARD	ED.		
Project	Sum Tendered (incl. VAT)	Tendered Duration	Expected commencemen
		(IVIONINS)	
		ERS NOT YET AWARDED Project Sum Tendered	ERS NOT YET AWARDED Project Sum Tendered Tendered

B4: FORMS FOR FUNCTIONALITY POINTS

B4.1: SCHEDULE OF WORK CARRIED OUT BY TENDERER

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

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (Name, Tel and Fax number)	CONSULTING ENGINEER (Name, Tel and Fax number)	NATURE OF WORK (Brief summary with special mention of similarities with this project and Functionality Criteria)	VALUE OF WORK	YEAR OF COMPLETION
		ĝ		
NAME:		POSITION:		
(of person authorised to si	ign on behalf of the Tendere	r)		

B4.2: SCHEDULE OF PLANT AND EQUIPMENT

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

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

d red, or acqu	ired for	this contract	t if my / our tender is	
	ired for	this contract	t if my / our tender is	
	ired for	this contract	t if my / our tender is	
	iired for	this contract	t if my / our tender is	
	iired for	this contract	t if my / our tender is	
	ired for	this contract	t if my / our tender is	
	ired for	this contract	t if my / our tender is	
red, or acqu	ired for	this contract	t if my / our tender is	
	OLIA NITITY/		OW ACQUIRED	
QUANTI	IY	HIRE/ BUY	SOURCE	
1				
additional co ontract withir	ost to the	e Employer ar ecified contrac	ny additional plant no t period.	
POSIT	ION:			
DATE:	·			
	additional contract within	additional cost to the contract within the sport position: POSITION: DATE:	additional cost to the Employer and contract within the specified contract POSITION: DATE:	

B4.3: PROPOSED 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. Form A3 will used to evaluate the functionality of the submission. An organogram and employee CV's need to be appended to this form

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

The Tenderer shall attach hereto the <i>curricula vitae</i> , in the form inclusite agent and foreman. The information is necessary for evaluation	
SIGNATURE:	DATE:
(of person authorised to sign on behalf of the Tenderer)	

CURRICULUM VITAE OF KEY PERSONNEL (CONTRACTS MANAGER) FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

Designation:	
Name: Dat	te of birth:
Profession: Nat	tionality:
Certified copies of relevant Qualifications:	
Professional registration number (if applicable):	
Name of current employer (in not employed by tendering firm):	
Current position: Yes	ars with firm:
Employment Record:	
Experience record relevant to this tender:	
ertification by Key Personnel:	
the undersigned, owledge and belief, this data correctly describes me, i	certify that, to the best of my
The age and dense, and data democity december me,	my qualifications and my experience.
GNATURE:	. DATE:
AME:	POSITION:
GNATURE:	DATE:
f person authorised to sign on behalf of the Tenderer)	

CURRICULUM VITAE OF KEY PERSONNEL (SITE AGENT) FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

Designation:	
Name:	Date of birth:
Profession:	Nationality:
Certified copies of relevant Qualifications:	
Professional registration number (if applicable):	
Name of current employer (in not employed by tendering firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to this tender:	
Certification by Key Personnel:	
I, the undersigned, knowledge and belief, this data correctly describes	certify that, to the best of my me, my qualifications and my experience.
SIGNATURE:	DATE:
NAME:	POSITION:
SIGNATURE:	DATE:
(of person authorised to sign on behalf of the Tend	erer)

CURRICULUM VITAE OF KEY PERSONNEL (CONSTRUCTION SUPERVISOR) FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE

Designation:		
Name:	Date of birth:	
Profession:	Nationality:	
Certified copies of relevant Qualifications:		
Professional registration number (if applicable):		
Name of current employer (in not employed by tendering firm):		
Current position:	Years with firm:	
Employment Record:		
Experience record relevant to this tender:		
Certification by Key Personnel:		
the undersigned,	certify that, to the best of my	
nowledge and belief, this data correctly describes	me, my qualifications and my experience.	
SIGNATURE:	DATE:	
IAME:	POSITION:	
SIGNATURE:	DATE:	
of person authorised to sign on behalf of the Tend	derer)	

B4.4: QUALITY CONTROL PLAN

[The Tenderer shall attach the required document here.]

The Quality Control Plan must detail the following to get full points:

- Tenderer's proposed methodology for the works,
 Health and safety management plan, and
- 3. Quality control measures (testing, inspections, technical query management and project reporting).
- 4. Contractor is certified as with the Quality Management System to ISO9001:2008 or 2015 standard and has attached a certified copy of the certification.

(5 pages maximum)

Good: Quality Control Plan lists and discusses the headings above and the contractor has a certified Quality Management System to ISO9001:2008 or 2015 standards.

Acceptable: Quality Control Plan lists and discusses three of the headings above.

Fair: Quality Control Plan lists and discusses less than three of the headings above.

No submission: Quality Control Plan is not related to the required information or is not submitted.

FAILURE TO SUBMIT THIS DOCUMENT WILL RESULT IN NO POINTS BEING AWARDED

B4.5: COMPUSLORY SUBCONTRACTING (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 SubcontractorsCSD 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	V. 0. 2	

B4.6: EPWP Requirements

a. Schedule of Labour Content

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is %

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl. VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
	-	Total	
		Percentage	

[NOTES:

- (1) Labour is defined as hourly paid personal
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in CONTRACT DATA section.]

b. Name of Training Institution

Name of Programme

Trainers Name	Qualification	Subject

[Notes:

(1) Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.]

B5: CERTIFICATE FOR INSURANCE COVER

The Tenderer shall provide the following details of this insurance cover:

[NOTE: In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.]

i)	Name of Tenderer:		
ii)	Period of Validity:		
iii)	Value of Insurance:		
	Insurance for Works and Contractor's equipment		
	Company:		
	Value:		
	Insurance for Contractor's personnel		
	Company:		
	Value:		
	General public liability		
	Company:		
	Value:		
	SASRIA		
	Company:		

B6: PRELIMINARY CONSTRUCTION PROGRAMME (FOR INFORMATION PURPOSES ONLY)

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form C3.2: Schedule of plant and equipment, Form B5: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

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

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

B7 ESTIMATED MONTHLY EXPENDITURE

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 amount for contingencies must not be included.

MONTH	VALUE
1	R
2	R
3	R
4	R
	COMPLETION OF CONTRACT
TOTAL	R

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

B8: COMPULSORY ENTERPRISE QUESTIONNAIRE

	a member of any municipal of a member of any provincial le a member of the National As the National Council of Provin a member of the board of dire municipal entity an official of any municipality entity	egislature sembly or nce ectors of any	an employee of any provinc provincial public entity or c within the meaning of the F Management Act, 1999 (Ac a member of an accounting or provincial public entity an employee of Parliament	onstitutional Public Financ ct 1 of 1999) g authority of	institution ee any national
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
	rt separate page if necessary				
The i	undersigned, who warrants tha	t he/she is duly autho	rised to do so on behalf of t	the enterpris	e:
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 the 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;					
(a) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, 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;					
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct:					
NAM	IE:		POSITION:		
SIGNATURE: DA			DATE:		
(of person authorised to sign on behalf of the Tenderer)					

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:
The Tenderer, identified in the Offer signature block below, 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 du
I authorised, 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
Rand (in words); R
Signature:
Name:
Capacity:
Name and address of organisation:

CONTRACT No.: PWBS-B028/22/23 CONSTRUCTION OF LANGELIHLE CRECHE PART C1: AGREEMENTS AND CONTRACT DATA

Signature and	name of witness:
Signature:	
Name:	
Date:	

PART C1: AGREEMENTS AND CONTRACT DATA

B: 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

For the Employer:

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 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, which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

Signature:	***************************************	••••••••		
Name:	***************************************	••••••		
Capacity:		••••••	•••••••	
Name and add	lress of organ	isation:		
			• • • • • • • • • • • • • • • • • • • •	
	***************************************		• • • • • • • • • • • • • • • • • • • •	•••••
		•		

CONTRACT No.: PWBS-B028/22/23 CONSTRUCTION OF LANGELIHLE CRECHE

PART C1: AGREEMENTS AND CONTRACT DATA

Signature and	name of witness:
Signature:	
Name:	
Date:	

C: Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

PART C1: AGREEMENTS AND

CONTRACT DATA

- 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 become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the 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.

Subject
Details
Subject
Details

By the duly authorised 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 change 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.

For the Tenderer:		For the Employer:
	Signature	
	Name	
Name and address of organisation:	Capacity	Name and address of organisation:
Witn	ess signature	
Wit	tness name	
	Date	

D: 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:

PART C1: AGREEMENTS AND CONTRACT DATA

the	(day)
of	(month)
20 (year)	
at	(place)
For the Contractor:	
Signature:	
Name:	
Capacity:	
Signature and name o	f witness:
Signature:	
Name:	

C1.2: CONTRACT DATA

C1.2.1: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

PART C1: AGREEMENTS AND

CONTRACT DATA

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- $805\ 5947$, Fax: $011-805\ 5971$).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

C1.2.2: CONTRACT DATA PROVIDED BY EMPLOYER

CONTRACT No.: PWBS-B028/22/23

CONSTRUCTION OF MUNICIPAL EMERGENCY MANAGEMENT CENTRE

	Clause (GCC 2015)	
Defects Liability Period	1.1.1.13	FOUR (4) months
Name of Employer	1.1.1.15	DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
The Employer's address for receipt of communications is	1.2.1.2	Main Street CREIGHTON 3263 Email address: Tel: +27 39 833 1038 Fax: +27 39 833 1179
Time for Achieving Practical Completion	1.1.1.14	Sixteen (16) weeks
The name of the Employer's Agent is	1.1.1.16	FMA ENGINEERS (PTY) LTD
The Employer's Agent address for receipt of communications is	1.2.1.2	18 York Road GILLITTS 3610 Email: admin@fmaengineers.co.za Tel: +27 31 764 2763 Fax: +27 86 542 4084
Pricing Strategy	1.1.1.26	Re-measurement Contract
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	28 days after commencement date
Non-working Days	5.1.1 & 5.8.1	Sundays
Special Non-working days	5.1.1 & 5.8.1	Usually the public holidays and voting days if applicable. year -end break commencing and ending on dates as specified by SAFCEC. The normal working hours are: Monday to Friday 07h00 to 17h00
		Saturday 07h00 to 15h00

CONTRACT No.: PWBS-B028/22/23 CONSTRUCTION OF LANGELIHLE CRECHE	PART C1: AGREEMENTS AND CONTRACT DATA	
_	Clause (GCC 2015)	
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
Requirements to achieve Practical Completion	5.14.1	16 weeks
The Latent Defect Period	5.16.3	5 years
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of required repair work
Limit of Indemnity for Liability Insurance	8.6.1.3	R5, 000, 000.00 for each claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10:7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC

PART C1: AGREEMENTS AND CONTRACT DATA PART 2: DATA PROVIDED BY THE CONTRACTOR

	Clause		
Name of Contractor	1.1.1.9		
Address of Contractor	1.2.1.2		
(Physical and Postal)			
Tel:			
Fax:			
Email:			
Security to be Provided by Contractor	6.2.1	Refer to Table Below	
Type of Security			Contractor's Choice
			(Indicate "YES" or "NO")
Is Value Added Tax included in the calculating percentages?	Contract Sur	m and value of Works for	
Cash deposit of% of the Contract	ct Sum		
Performance Guarantee of% of the Contract Sum			
Retention of% of the value of We	orkś		
Cash Deposit of% of the Contra value of Works	act Sum plus F	Retention of% of the	
Performance Guarantee of%	of the Contra	act Sum plus Retention of	
Note: In the 'Standard for Uniformity in monies that are held shall not exceed 10 company or bank that are provided are eq monies held shall not exceed 5% of the c	l% of any amo ual to or greate	ount due to a contractor. Whe er than 10% of the contract pri	ere quarantees of an insurance
TE: Delete inapplicable]			
ME:	POSI	ITION:	
NATURE:	DATI	E:	
person authorised to sign on behalf of th	e Tenderer)		
-	,		

C1.3: PERFORMANCE GUARANTEE

General Conditions of Contract for Construction Works, Third Edition (2015)

PART C1: AGREEMENTS AND CONTRACT DATA

PRO FORMA PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015). **GUARANTOR DETAILS AND DEFINITIONS**

	ntor" means:
Physica	al address:
"Emplo	yer" means:
"Contra	ctor" means:
	yer's Agent" means:
	" means:
"Site" m	neans:
"Contra amend	ct" means: The Agreement made in terms of the Form of Offer and Acceptance and such ments or additions to the Contract as may be agreed in writing between the parties.
"Contra	ct Sum" means: The accepted amount inclusive of tax of R
Amoun	t in words:
"Guara	nteed Sum" means: The maximum aggregate amount of R
Amoun	t in words:
Type of	Performance Guarantee: (Insert Variable or Fixed)
"Expiry and/or I	Date" means:
CONTR	RACT DETAILS
Employ Comple	er's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of tion of the Works as defined in the Contract.
1. VAF	RIABLE PERFORMANCE GUARANTEE
	Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited uring the following periods to diminishing amounts of the Guaranteed Sum as follows:
1.1.1	From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
	R
	(Amount in words)
1.1.2	From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
	R

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

PART C1: AGREEMENTS AND

CONTRACT DATA

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at	
Date	
Guarantor's signatory (1)	
Capacity	
Guarantor's signatory (2)	
Capacity	
Vitness signatory (1)	
Nitness signatory (2)	

C1.4: DISCLOSURE STATEMENT

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMA

PART C1: AGREEMENTS AND CONTRACT DATA

Please note that words in italics within brackets are items which should be stated.

	(Date):			
	Contract:			
	Contractor:			
	Employer:	DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY		
	Employer's Agent:	FMA ENGINEERS (PTY) LTD		
	Dear Sirs			
	I am willing and available to se mentioned Contract.	erve as (ad-hoc/standing) Adjudication Board Member in the above-		
	In accordance with the General Conditions of Contract for Construction Works' Adjudication Rules relating to disclosure statements by selected or nominated persons to the adjudication, I restate that:			
	 I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality. 			
	I have had no previous involvement with this project.			
	I do not have any financial interest in this project.			
	 I am not currently emplo 	oyed by the Contractor, Employer or Employer's Agent.		
	 I do not have any finance 	ial connections with the Contractor, Employer or Employer's Agent.		
		ot had a personal relationship with any authoritative member of the		
		the Employer's Agent which could affect my impartiality.		
		tely disclose to the parties any changes in the above position which		
	could affect my impartial	lity or be perceived to affect same.		
Should there be any deviation from the foregoing statements, details shall be given.				
I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.				
	Name in full:			
	Signature:			

C1.5: ADJUDICATION BOARD MEMBER AGREEMENT

General Conditions of Contract for Construction Works, Third Edition (2015)

PART C1: AGREEMENTS AND

CONTRACT DATA

PRO FORMA

Please note that words in italics within brackets are items which should be stated.

This Agreement is entered into between: Adjudication Board Member: Name Physical address Postal address E-mail address Fax number Telephone number Contractor: Name Physical address Postal address E-mail address Fax number Telephone number

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

The Parties entered into a Contract for CONSTRUCTION OF MUNICIPAL DISASTER MANAGEMENT CENTRE which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (ad-hoc adjudication/standing adjudication).

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

05

- The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
- 2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
- 3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.

- PART C1: AGREEMENTS AND CONTRACT DATA
- 4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
- Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
- 6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
- 7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:

 - 7.2 A daily fee of based on a hour day, and/or
 - 7.3 An hourly fee ofand/or
 - 7.4 A non-recurrent appointment fee of which shall be accounted for in the final sums payable.
- The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Co	ontractor's signature:
Co	ontractor's name:
	Place:
	Date:
En	nployer's signature:
En	nployer's name:
	Place:
	Date:
djudication Board Mem	ber's signature:
djudication Board Mem	ber's name:
	Place:
	Date:

in terms hereof,

previous demand in terms hereof;

C1.6: RETENTION MONEY GUARANTEE (PRO FORMA)

ISSU	ED TO	hereinafter called "the Employer")
ON (herei	BEHALF nafter ca	OF
in coi (herei	nection nafter ca	with CONTRACT No.: PWBS-B028/22/23 CONSTRUCTION OF LANGELIHLE CRECHE lled "the Contract").
WHEI of the	REAS the whole or	e Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieur a portion of the retention moneys provided for under the Contract;
NOW Emplo	THEREF	FORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the amounts as the Employer may, from time to time, demand from us.
1 E	ach dema	and by the Employer shall be in writing, signed by the Employer and delivered to us at
		RANTOR'S FULL STREET
		or such other address in
[INSE	RT NAM	E OF COUNTRY] as we shall in writing notify to the Employer
and si	nall be a	ccompanied by a certificate complying with Clause 2, signed by the Engineer in office as such
		Contract.
2 Th	ne Engine	eer's certificates referred to in Clause 1 shall certify that:
	(a)	he is the Engineer in office as such in terms of the Contract,
	(b)	the Contractor is in breach of his obligations under the Contract, and
	(c)	the amount demanded, which amount the certificate shall specify, does not exceed
	(i) the Em of reter	the amount of retention moneys which, but for this guarantee, would have been retained by aployer in terms of the Contract at the date of the certificate, less the aggregate of the amounts and once the contract at the date of the certificate, less the aggregate of the amounts of the contract at the date of the certificate, less the aggregate of the amounts of the certificate in the contract at the date of the certificate, less the aggregate of the amounts of the certificate in the ce

PART C1: AGREEMENTS AND CONTRACT DATA

(ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any

3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.

PART C1: AGREEMENTS AND

CONTRACT DATA

4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5	Our aggreg	ate liab	ility under this gua	arantee is limited	to		÷	
	••••••	••••••	www.www.webu.fo		(R)	
6	This guarar guarantee v	ntee sh vould ha	all expire on the ave been retained	date on which the by the Employer	ne last of the , becomes pa	retention mone yable to the Cont	ys, which but for tractor.	this
7	must be ret	urned t	ot transferable an o us against final of Clause 6, whic	payment of our a	aggregate liab	ement if any part vility or on the da	payment is made te of the expiry of	and the
Si	gned in the p	resenc	e of the subscribir	ng witnesses:				
At	for and on b	ehalf of	:		•••••			
on	this the	day o	f	20				
SI	GNATURE	3						
C/	APACITY	3						
ΑĽ	DDRESS	ē			•••••			
		Ş						
		:						
AS	WITNESSE	S:	1					

2

C1.7: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

PART C1: AGREEMENTS AND

CONTRACT DATA

THIS A	GREEMENT is made between DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY (hereinafter he
	OYER) of the one part, herein represented by:
in his c	apacity as:
(herein	after called the CONTRACTOR) of the other part, herein represented by
	apacity as:
duly au	thorized to sign on behalf of the Contractor.
WHER betwee	EAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement on the CONTRACTOR and the EMPLOYER in respect of
	RACT No: (CONTRACT TITLE)
	for the action, completion and maintenance of the works;
of the p	/HEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by Amendment Act No 181/1993 (hereinafter referred to as the ACT);
NOW T	HEREFORE 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 authorized officials of the EMPLOYER shall be entitled,

although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the

CONTRACTOR at the cost of the CONTRACTOR.

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.

PART C1: AGREEMENTS AND CONTRACT DATA

Thus signed at	t for and on bel	half of the CONTRACTOR
on this the	day of	
SIGNATURE:		
NAME AND SU	URNAME:	
CAPACITY:		
WITNESSES:	1	
	2	
Thus signed at	it for and on	behalf of the EMPLOYER
on this the	day of	
SIGNATURE:		
NAME AND SU	URNAME:	
CAPACITY:		
WITNESSES:	1	
	2	

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C2.1 PRICING INSTRUCTIONS

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

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

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

Unit : The unit of measurement for each item of work as defined in the Standardized, Project

or Particular Specifications

Quantity: The number of units of work for each item

Rate The payment per unit of work at which the Tenderer tenders to do the work

Amount The quantity of an item multiplied by the tendered rate of the (same) item

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities,

the Specifications or elsewhere, but of which the quantity of work is not measured in

units

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

mm millimetre metre m km = kilometre km-pass = kilometre-pass m² = square metre m²-pass square metre-pass

ha = hectare m³ = cubic metre

m³-km = cubic metre-kilometre

kW = kilowatt kN = kilonewton kg = kilogram = ton (1 000 kg) % = per cent MN _ meganewton MN-m meganewton-metre PC Sum = Prime Cost Sum Prov Sum Provisional Sum

10 Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

11. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- · Certified ID copies of all locally employed labour
- · Signed Contracts between the employer and the EPWP Participants
- · Attendance Registers for the EPWP Participants
- · Proof of Payment of EPWP Employees
- · Monthly Reporting Template as per EPWP requirements

C2.2 SCHEDULE OF QUANTITIES

COMPOSITE SUMMARY

AMOUNT

Signed on behalf of the Tenderer: ((Signature)
Date:	
Tenderer's Name:	(Company Name)

SECTION 1 - CRECHE

Bill No.	Description	Amount
1	PRELIMINARY & GENERAL	
2	SITE CLEARANCE	
3	EARTHWORKS	
4	CONCRETE WORKS	
5	MASONRY	
6	ROOFING	
7	CARPENTRY AND JOINERY	
8	IRON MONGERY	
9	FLOOR COVERINGS	
10	EXTERNAL WORKS	
11	ELECTRICAL	
	TOTAL CARRIED FORWARD TO COMPOSITE SUMMARY	

ltem	Payment Ref.	Description	Unit	Quantity	Rate	Amount
1	SANS 1200 A	SECTION 1: CRECHE PRELIMINARY & GENERAL				
1,1	8,3	SCHEDULED FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	Establish Facilities on Site				
1.1.3	8.3.2.1	Facilities for the Engineer				
	c)	Nameboard	No.	1		
1.1.4	a)	Facilities for the Contractor Office and storage sheds Ablution and latrine facilities	Sum Sum	1 1		
1.1.5	8.3.4	Removal of Site Establishment	Sum	1		
1,2	8,4	SCHEDULED TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
1.2.2	8.4.2	Operation and maintenance of the facilities on site for the duration of the contract, except where otherwise stated				
	c)	Nameboard	No.	1		
1.2.4	a)	Facilities for the Contractor Office and storage sheds Ablution and latrine facilities	Months Months	4		
1.2.5	8.4.3	Supervision for Duration of Construction	Months	4		
1.2.8		Full compliance with all Health & Safety Matters for the duration of the contract	Months	4		
1,3 1.3.1	a)	SUMS STATED PROVISIONALLY BY ENGINEER Control Testing Overhead and profit on 1.3.1 (a) above	P.Sum %	1 5 000,00	5 000,00	5 000,00
1.3.2	a) b)	Inspection of materials by inspectors appointed by the Engineer Overhead and profit on 1.3.2 (a) above	P.Sum %	1 5 000,00	5 000,00	5 000,00
1.3.3		Community Liaison Officer Overhead and profit on 1.3.3 (a) above	P.Sum %	1 24 000,00	24 000,00	24 000,00
1.3.4		In-Service Training Student Overhead and profit on 1.3.4 (a) above	P.Sum %	1 20 000,00	20 000,00	20 000,00
1.3.5		Geotechnical investigations Overhead and profit on 1.3.5 (a) above	P.Sum %	1 100 000,00	100 000,00	100 000,00
1.3.6		Topographical survey Overhead and profit on 1.3.6 (a) above	P.Sum %	1 60 000,00	60 000,00	60 000,00
1.3.7		Environmental Control Officer Overhead and profit on 1.3.7 (a) above	P.Sum %	1 60 000,00	60 000,00	60 000,00
1.3.8	a)	(a) Allowance for Engineer's additional site supervision of the works, preparation of CPG BoQs and Procurement process	P.Sum	1	150 000,00	150 000,00
		Overhead and profit on 1.3.7 (a) above	%	150 000,00		
		Total Carried Forward				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		Brought Forward				
1,4 1.4.1 1.4.2 1.4.3		DAYWORK Labour Materials Plant	P.Sum P.Sum P.Sum	1 1 1	5 000,00 5 000,00 5 000,00	5 000,0 5 000,0 5 000,0
1,5	8,8	TEMPORARY WORKS				
1.5.1		Demolish and dispose of 5m x 5x existing building with	P.Sum	1	15 000,00	15 000,0
1.5.2 1.5.3	(a)	blockwork floor slab and roof, Construct gravel access road to community hall Survey in terms of land survey act Overhead and profit on 1.5.2 & 1.5.3 above	P.Sum P.Sum %	1 1 50 000,00	25 000,00 10 000,00	25 000,0 10 000,0
1.5.4		Removal and relocation of existing parkhome to a distance of 50m away from site	Sum	1		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
2	SANS 1200 C	SITE CLEARANCE				
2,1	8,2	SCHEDULED ITEMS				
2.1.1	8.2.1	Clear and grub	m²	1800		
2.1.2 2.1.2.1 2.1.2.2	a)	Remove and grub large trees and tree stumps of girth over 1m and up to and including 2m over 2m and up to and including 3m	No. No.	4 4		
2.1.3	8.2.3	Remove and grub all trees and tree stumps regardless of girth	No,	8		
2.1.5	8.2.10	Remove topsoil to nominal depth of 150mm and stockpile	m³	370		
		Total Carried Forward to Summary				

ltem	Payment Ref.	Description	Unit	Quantity	Rate	Amount
3	SANS	EARTHWORKS				
	1200 D					
3,1	8,3	SCHEDULED ITEMS				
3.1.1	8.3.2	Bulk Excavation				
3.1.1.1	a)	Excavate in all materials and use for embankments or backfill	m³	60		
3.1.1.2	b)	or dispose, as ordered Extra-over for				
	1)	intermediate excavation	m³	12		
	,	hard rock excavation	m ³	3		
	3)	(a) Cut to fill and borrow to fill for platform and embankment preparation, compact to 90% MOD AASHTO	m3	350		
3.1.2	8.3.3	Restricted excavations				
3.1.2.1	a)	Excavate for restricted foundations and footings in all materials and use for backfill, embankments or dispose, as ordered	m³	45		
3.1.2.2		Extra-over for				
	,	intermediate excavation hard rock excavation	m³ m³	10 8		
	2)		111			
3.1.3		<u>Soil poisoning</u>				
3.1.3.1	a)	Under floors, ramps and steps including forming and shallow against foundation walls, filling in furrows and ramming	m ²	321		
3.1.3.2	b)	To bottom and sides of trenches	m ²	295		
3.1.4		Importing of materials Extra-over for importation of G7 materials from borrow pits for earth filling under surface beds compacted to 100%	m ³	35		
		ModAASHTO	m	33		
3.1.5	8,3.10	Import topsoil and place 100mm thick,spread,compact slightly and prepare surface for planting of grass Grassing to community creche in areas as designated by the	m²	200		
	8.3.11	Engineer on site and in accordance with the provisions of SANS 1200D	m²	200		
		Total Carried Forward to Summary	/			

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
4	SANS	CONCRETE WORKS				
	1200 GB					
4,1	8,2	SCHEDULED ITEMS				
2,1.1	8.2.1	Formwork (Supply, transport, fix, fit into position etc.)				
	a)	Rough vertical plane to sides of strip footings	m²	10		
	1	Edges, risers, ends and reveals not exceeding 300mm high or	m	10		
	ĺ					
2.1.2	8.2.4	Reinforcement (Supply, transport, fix, fit into position etc.)				
	a)	High-tensile bars of varying diameter for foundations and toilet slab	t	1,2		
	b)	High-tensile welded mesh ref 193	m ²	177		
2.1.3	8.2.5	Concrete				
.1.3.1		50mm concrete blinding	m3	5		
2.1.3.2	b)	Grade 25 Mpa/19mm strength concrete for strip footings	m³	20		
2.1.3.3	c)	Grade 25 MPa/19mm strength concrete for				
		Surface beds	m³	15		
2.1.4	8,2,6	Unformed Concrete Surface Finishes				
		Wood-floated finish	m²	150		
	b)	Steel-floated finish	m²	100		
2.1.5		<u>Joints</u> Expansion joint	m	100		
			""	100		
2.1.6		Test Blocks Making and testing of three 150 x 150 x 150mm concrete strength test cubes	No	8		
				C	l	1

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
5,0		MASONRY				
5,1		SCHEDULED ITEMS				
5.1.1		Brickwork				
5.1.1.1		Foundation brickwork in Class I Mortar 230mm foundation walls	m²	150		
5.1.1.2		Superstructure brickwork Class II Mortar 230mm walls	m²	230		
	C)	Superstructure brickwork Class II Mortar 115mm walls	m²	170		
5.1.1.3	d)	Brickwork reinforcement 75mm wide reinforcement built in horizontally	m	160		
5.1.1.4	e)	110x70mm concrete prestressed fabricated lintels in lengths not exceeding 3m	m	850		
5.1.4		Brickwork for snapped brick-on-end soldier course lintel including pointing to face and soffit	m	60		
5,1,5		150x15mm segmental concrete cement sills	m	60		
5.1.6 5.1.6.1	a)	Waterproofing under surface beds and in walls One layer of 'consol plastics brikgrip' embossed DPC	m²	240		
5.1.6.2	b)	25x25mm 'compriband' bitumen-impregnated foam plastic	m	170	Ï	
5.1.6.3	c)	joint sealing strips between frames and walls One layer of 375 micron embossed damp proof sheeting	m²	180		
5.1.7 5.1.7.1		Plastering Cement plaster on brickwork Interior walls On narrow widths	m² m²	300 5		
		Exterior walls On narrow widths	m² m²	195 5		
5.1.8		Painting				
5.1.8.1		One coat alkali resistant plaster primer and two coats PVA				
	a)	acrylic emulsion paint on Internal walls	m²	300		
	b)	External walls	m²	190	A	
		Ceiling On doors	m² m²	140 30		
5.1.9		225x150mm cement air bricks	No.	30		

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
7		ROOFING				
7,1		SCHEDULED ITEMS				
7.1.1		COMPLETE ROOF				
7.1.1.1	a)	0.58mm Thick IBR "Chromadek" roof sheeting with "Leak King" roofing screws, including mastic sealant to all side laps (laid as per manufacturer's details) laid on 76 x 50mm purlins at maximum 1250mm centres on prefabicated SA pine gangnail trusses at 1250mm centres fixed to brickwork. Colour as per Project Engineers instruction.	m²	150		
7.1.1.2	b)	Ridge capping	m	22		
7.1.1.3	c)	12x225mm 'Everite' medium density plain nutec cement fascias and barge boads including H-profile jointing strips	m	50		
7.1.1.4	d)	Two coats creosote on sawn timbers	m²	10		
7.1.2		Rainwater disposal 125 x 100 mm uPVC gutters and accessories in long lengths including jointing				
7.1.2.1	a)	100x125mm eaves gutters fixed with brackets to fascia boards	m	60		
		Stopped end 75mm dia. downpipes plugged to wall with holderbats	No. m	6 30		
	d)	2.5kl jojo tank mounted and secured on brick tank stand	m No.	1		
	/	complete with brass 'bib' tap for rainwater harvesting				
				7		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
8	IVG1.	CARPENTRY AND JOINERY				
8,1		SCHEDULED ITEMS				
8,1,3		Doors (As per attached drawing)				
8.1.3.1		ID 2: 2032 X 813 mm hollow core double sided door	No.	6		
		Semi-solid core flush doors finished on both faces with tempered veneered hardboad				
8.1.3.2		D2: 2032X1500X40 (Double Door)	No.	1		
8.1.3.3		FD1; 2032X813X40 (1,4mm thick standard pressed steel frame)	No.	Rate only		Rate only
8,1,3,4		ID2: 2032X813X40 (1.4mm thick standard pressed steel frame)	No.	Rate only		Rate only
		Solid core flush doors finished on both faces with tempered veneered hardboad				
8.1.3.5		D5: 2032X900X40	No.	Rate only		Rate only
8.1.3.6		D6:2032X1500X40 (veneer suitable for painting on both sides Double Door)	No.	Rate only		Rate only
8.1.4	i)	<u>Frames</u>				
		1.6mm thick standard pressed steel frame with 44mm rebate to fit 220mm thick wall.hoop anchors welded to frame.3 x rubber shock absorbers in rebate.one pair 100 x 75mm butt hinges welded to frame				
8.1.4.1 8.1.4.2		DDF1: 2100X1700mm DDF2: 2032X900X40mm	No. No.	1 6		
8.1.5		Wrot meranti 44x70mm splayed and rebated weatherboard, screwed to and including groove in door with heads of screws sunk and pelleted	m	5		
8.1.4 8.1.4.1		Windows (Galvanised) Supply, handle and build into brickwork galvanised steel windows, glazed with 4mm clear float glass W1: Type ,size 1500 x 1200mm high	No.	15		
		Total Carried Forward				

ltem	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		Brought Forward				
8.1.5 8.1.5.1	a)	Fittings Particle board with 'formica' decorative laminate in plain light colours for: 572x878x3500mm long modular kitchen unit with bull nose along one edge and fixed to wall complete with 1065x457mm wide stainless steel single end bowl sink	No.	1		
8.1.6		Ceilings				
3.1.6.1	a)	6mm "Everite Nutec" fibre-cement flush boards with H-type pressed steel jointing strips including 38x38mm sawn softwood brandering at 450mm centres in both directions	m²	150		
3.1.6.2	b)	Itraming ritted flush with celling	No.	3		
3.1.6.3	c)	50x19mm angle rounded comice plugged and including 19mm quadrant bead planted on	m	90		
8.1.7		Factorvlite Insulation Insulation laid taut over purlins to be kept aligned with 2mm straining wires at 300mm centres	m²	150		
8.1.8		Sundries 9kg dry chemical powder type fire extinguisher complete with bracket and 150x300x19mm meranti board fixed to wall with expanding bolts and including mortices in brickwork	No.	3		
8.1.9		Skirtings 19x76mm angle rounded skirting, plugged and including 19mm quadrant bead planted on	m	325		
		Total Carried Forward to Summary				

item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
9		IRON MONGERY				
9,1		SCHEDULED ITEMS				
9.1.1		Hinges, bolts, etc				
9.1.1.1	a)	Union two ball bearing butt hinges with satin brass finish	No.	39		
9.1.1.2	b)	150mm flush bolt and keep	No.	7		
9.1.1.3	c)	38mm Diameter rubber door stop plugged	No.	7		
9.1.2		<u>Locks, etc</u> Union profile double cylinder lockset	No.	7		
9.1.3		Nameplates				
9.1.3.1	a)	Approved engraved aluminium plate incorporating fire extinguisher pictogram	No.	6		
9.1.3.2		3x60mm high perspex plate with white bold 'Helvetica' medium lettering 35mm high with blue background engraved "KITCHEN" and screwed to doors with four chromium plated sunk semi-dome headed screws on double-sided tape backing to all sides or similar approved	No.	1		
3.1.3.3	c)	Ditto, but engraved "KITCHEN"	No.	1		
3.1.3.4	d)	Ditto, but engraved "OFFICE"	No.	1 1		
3.1.3.5	e)	Ditto, but engraved "SICK ROOM"	No.	1		1
3.1.3.6 3.1.3.7		Ditto, but engraved "SLEEPING ROOM"	No.	1		
,, 1.3, 1	9)	Ditto, but engraved "STORE ROOM"	No.	1		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
10		FLOOR COVERINGS				
10,1		SCHEDULED ITEMS				
10.1.1		Tiling				
0.1.1.1	a)	330x330mm non slip ceramic tiles fixed with adhesive, jointed and pointed with 4mm joints in grout on screed on floors, access ramps and steps	m²	140		
0.1.1.2	b)	150x150mm white glazed ceramic tiles fitted in kitchen wall	m²	32		
0.1.1.3 0.1.1.4	c)	Skirting 100mm high of cut floor tiles. Aluminium edge trim	m m	165 90		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
11		EXTERNAL WORKS				
11,1 11.1.1		SCHEDULED ITEMS FENCING (Refer to drawings for details)				
11,1.1,1		Single gate to suit opening size 1080 x 2100mm high Supply and install 6000 x 2100mm high vehicle gate, covered	No	1		
11,1,1,2		with razor mesh fencing, flatwrap, etc as per drawing including barrel bolt set in 150 x 150 x 300mm concrete base and all	No	1		
11.1.1.3		hinges. 700mm flat wrap and fix to 3 strings of barbed wire 100 X 50 X 25MM Fully galvinised weld mesh on 50mm	m	240		
11.1.1.5		galvanised inters and 100mm corners with 50mm corners, All 2400mm high with 500mm flap wrap razor wire. (As per fence detail drawing.)	m	240		
11.1.2		CONCRETE POSTS ETC				
		75 x 75 x 3000mm High Galvanised poles with chamfered top and with bottom end set in ground in and including concrete 15Mpa/19mm stone base size 450 x 450 x 750mm deep including excavation,filling in and compaction	No	120		
					,	
		Total Carried Forward				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		Brought Forward				
11.1.5		Paving				
11.1.5.1		Excavate in earth to reduce levels under pavings Earth filling (G7) selected and supplied by the contractor,	m ²	200		
11.1.5.2		deposited in layers not exceeding 150mm thick and compacted to 93% ModAASHTO	m ³	40		
11.1.5.3		Soil poisoning sprayed onto ground surfaces 200x100x60mm precast concrete interlocking paving bricks	m²	200		
11.1.5.4	d)	laid on and including 20mm thick sand bed with joints filled with sand	m ²	200		
11.1.5,5	е)	Figure 6 kerb laid in lengths not exceeding 1000mm on a well rammed base course, bedded on a 300x50mm thick layer of 3:1 cement mortar with 100x100x200mm long triangular haunching behind the kerb at all joints and jointed in 3:1 ncement mortar	m	60		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
12		ELECTRICAL				
12,1		A Preliminary and General item is provided to cover the Contractor's charges for compliance with the Conditions of Contract and this Specification, including the provision, maintenance and removal of his site establishment, etc.	Sum	1		
12,1,1		CABLES				
		1000/600 volt PVC/SWA/PVC copper cables. Rates to include for the supply, delivery and installation into cable sleeves, trenches and cable trays excluding excavations and backfilling, cable terminations and joints.				
12.1.2	a)	16mm² 3 core PVC ECC Armoured Cable CABLE TERMINATIONS	m	100		
		For PVC/SWA/PVC shall include supply and fitting of the cable gland, neoprene shroud, making-off the cable, lugs, and fitting the gland to the board gland plate, switchgear and final connection of cable talls into board or terminals.				
12.1.3	a)	16mm² 3c PVC ECC Armoured Cable CABLE MARKER TAPE (320mm Wide)	Nº	2		
	a) b)	Supply and install a 320mm cable marker Supply cable route markers,must consist of 150x150x300mm high concrete blocks with aluminium or other rust free metal	m Nº	20		
12.1.4		marked with arrows to indicate cable route. EXCAVATION AND BACKFILLING Excavate, backfill and compact in all materials including disposal of unsuitable/surplus material per running meter 600 x 300 wide.				
	a)	Soft and pickable (all materials)	m	50		
12.1.5	c) p)	Hard material (Provisional) Rock (Provisional) INSTALLATION OF CABLE SLEEVES.	Sum	50 1		
	a)	Allow for the installation of 50mm diameter PVC cable sleeves	m	50		
12,2 12,2,1		LIGHTING AND POWER DISTRIBUTION BOARDS				
		Supply and install surface mounted distribution board, including everything necessary. The installation shall include the installation, connection, earthing and conduit terminations but exclude cable terminations.				
	a)	Distribution Board DB-A 18 Way	Nº	1		
12.2.2	a) b) c)	CIRCUIT BREAKERS Supply and Instal the following SABS approved Circuit Breakers. CBI SA 1 DP Isolator -60A CBI SA 1 Circuit Breaker 63 SP MCB-60A CBI SA 1 Circuit Breaker 63 SP MCB-20A	N° N°	1 1 5		
	d) e) f)	CBI SA 1 Circuit Breaker 63 SP MCB-10A CBI SA 1 Surge Arrestor SP 5kA CBI Earth Leakage Relay SA 15A SP 60/63A	No No No	6 2 1		
		Total Carried Forward				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		Brought Forward				
12.2.3		LUMINAIRES Supply and install the following SABS approved luminaries, complete with lamps and all necessary				
	a)	accessories Type A Light Fitting: 1500mm, 2 x 58W Open Channel Fluorescent Luminaire	N°	19		
	b)	Type G Light Fitting : 2PL9 Round or Rectangular Bulkhead Luminaire ceiling / wall mounted.	Nº	15		
12,3 12.3.1		BILL N° 3 - LIGHTING AND POWER II Supply and Install SABS Approved Switches 16 Amp, 1 lever, 1 way, flush mounted switch complete with PVC box	N°	10		
	b)	16 Amp, 1 lever 2way, flush mounted switch complete with	N°	2		
	c)	PVC box 16 Amp, 2 lever 2way, flush mounted switch complete with PVC box	Nº	1		
12.3.2	a)	SOCKET OUTLETS 16 Amp flush mounted Single switched socket outlet fitted on the power skirting	N°	8		
	b)	16A,1way standard dedicated switch outlets fitted on the power skirting	Nº	4		
	c)	16 Amp flush wall mounted Double switched socket outlet complete with PVC box	Nº	7		
- 1	d)	5 Amp unswitched socket outlet complete ceiling mounted	N°	1		
	e) f)	RJ11 Telphone Outlet RJ45 Data Outlet	Nº	2 3		
	a) b)	POWER SKIRTING Supply and install 2 compartment 1 cover powerskirting SABS approved complete with bends and all other accessories, Two Compartment power skirting plus cover. End Caps Elbows	m N°	30 8 2		
12,4 2.4.1		BILL N° 3 - LIGHTING AND POWER III CONDUIT Supply and instal PVC conduit including all accessories such as bends, elbows, couplings, screws, fisher plugs and saddles.				
la la	a)	20 mm Ø PVC conduit fixed to steel/timber roof structure	m	400		
		20 mm Ø PVC conduit fixed onto common brick	m	300		
		25 mm Ø PVC conduit fixed to steel/timber roof structure 25 mm Ø PVC conduit fixed onto common brick	m	24		
2.4.2	e) () a) o)	25 mm Ø Galvanised Steel pipe. 32 mm Ø Galvanised Steel pipe. CONDUIT BOXES Supply and Install PVC (not draw boxes) 20mm round PVC conduit box c/w covers. 100 x 50x50mm Galvanised box and blank cover	m m m	24 40 4		
		100 x 50x50mm Galvanised box and blank cover	N° N°	14 12		
\dashv		Total Carried Forward				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		Brought Forward				
12.4.3	1	Supply and Install Single Wire Copper Conductors				
	a)	1,5 mm² red PVC insulated	m	700		
	b)	1,5 mm² black PVC insulated	m	500		
	c) d)	2,5 mm² red PVC insulated	m	500 500		
		2,5 mm² black PVC insulated 2,5 mm² yellow/green PVC insulated	m m	1000		
12.4.4	e)	PHOTO ELECTRIC CELL	""	1000		
		Supply and Install Type ZS 20A National photo electric cell or	(
	a)	similar	N°	1		
12,5		EARTHING SYSTEM				
12.5.1		EARTH SPIKE				
	a)	Supply and install 1.5m copper coated earth spike at every Distribution Board	Nº	1		
	b)	Supply and install 1.5m copper coated earth spike at both ends of building	N°	4		
		Allow a sum for the installation of lightning protection to the				
	c)	building	Sum	1		
12.5.2		BONDING OF WATER MAINS				
		Bond the proposed water main to the adjacent down				
	a)	conductor. All water pipes, hand basins, sinks, baths, sheets,	Sum	1		
		gutters and rain water pipes shall be bonded.				
12.5.3		CABLE BONDING				
		All external earth wires and cable armouring from the	C			
	a)	incoming and outgoing cables will be properly crimped into	Sum	1		
2.5.4		cable lugs and boited to their respective earth bars. ESKOM CONNECTION				
		Allow a sum for the application for an Eskom connection to				
	a)	the building	P. Sum	1	50 000,00	50 000,0
2.5.5		TESTING AND COMMISSIONING				
	۵,	Test and commission the complete installation including the	P. Sum	1	25 000,00	25.000 (
	a)	handing in of the test results to the Engineer.	r. Sum	'	23 000,00	25 000,0

SECTION 2 - ABLUTION FACILITY

Bill No.	Description	Amount
1	SITE CLEARANCE	
2	EARTHWORKS	
3	CONCRETE WORKS	
4	MASONRY	
5	ROOFING	
6	CARPENTRY AND JOINERY	
7	IRON MONGERY	
	TOTAL CARRIED FORWARD TO COMPOSITE SUMMARY	

tem	Payment Ref.	Description	Unit	Quantity	Rate	Amount
2	SANS 1200 C	SITE CLEARANCE				
2,1	8,2	SCHEDULED ITEMS				
2.1.1	8.2.1	Clear and grub	m²	278		
2,1,2	8.2.2	Remove and grub large trees and tree stumps of girth	Na	40		
2.1.2.1 2.1.2.2	a) b)	over 1m and up to and including 2m over 2m and up to and including 3m	No. No.	10 10		
2.1.3	8.2.3	Remove and grub all trees and tree stumps regardless of girth	No.	6		
2.1.5	8.2.10	Remove topsoil to nominal depth of 150mm and stockpile	m³	30		
		Total Carried Forward to Summary		1		

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
		SECTION 2: ABLUTION FACILITY				
1	SABS	EARTHWORKS				
	1200 D					
1,1	8,3	SCHEDULED ITEMS				
1.1.1	8.3.2	Bulk Excavation				
1.1.1.1	a)	Excavate in all materials and use for embankments or backfill or dispose, as ordered	m ³	160		
1.1.1.2	(d	Extra-over for				
		intermediate excavation	3			
		hard rock excavation	m ³	10 10		
			m	10		
1.1.2		Soil poisoning				
1.1.2.1	a)	Under floors, ramps and steps including forming and shallow against foundation walls, filling in furrows and ramming	m²	100		
1.1.2.2	b)	To bottom and sides of trenches	m²	100		
1.1.3	8.3.4	Importing of materials				
	a)	Extra-over for importation of G7 materials from borrow pits for				
		earth filling under surface beds compacted to 100% ModAASHTO	m³	15		
1.1.4	8.3.9	Extra-over for backfill or for fill material against structures	m³	40		
		1				
			1			
			1		1	
				1		
	To	otal Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
2	SABS 1200 GB	CONCRETE WORKS				
2,1		SCHEDULED ITEMS				
2.1.1	8.2.1	Formwork (Supply, transport, fix, fit into position etc.)				
		Rough vertical plane to sides of strip footings	m²	53,8		
2.1.2	8.2.4	Reinforcement (Supply, transport, fix, fit into position etc.)				
	a)	High-tensile bars of varying diameter for foundations and toilet slab	t	1,2		
	b)	High-tensile welded mesh ref 295	m²	60		
2.1.3		Concrete				
2.1.3.1		50mm concrete blinding Grade 25 Mpa/19mm strength concrete for strip footings	m3	3		
			m³	20		
2.1.3.3		Grade 25 MPa/19mm strength concrete for Surface beds	m³	10		
2.1.4		Unformed Concrete Surface Finishes				
		Wood-floated finish Steel-floated finish	m² m²	38 38		
	1	otal Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
3		MASONRY				
3,1		SCHEDULED ITEMS				
3.1.1		Brickwork				
3.1.1.1		Foundation brickwork in Class I Mortar				
		230mm foundation walls	m²	130		
3.1.1.2		Superstructure brickwork Class II Mortar	Hr.	130		
	a)	115mm walls	m²	90		
		230mm walls	m²	120		
3.1.1.3	(Brickwork reinforcement		120		
	a)	75mm wide reinforcement built in horizontally	m	308		
		150mm wide reinforcement built in horizontally	m	750		
3.1.1.4		110x70mm concrete prestressed fabricated lintels in lengths				
		not exceeding 3m	m	18		
3.1.2		Extra over brickwork for fair face brickwork pointed with square recessed horizontal and vertical joints	2	F0		
			m²	50		
3.1,3		Extra over brickwork in beam filling for fair face brickwork	m²	6		
3,1,4		Brickwork for snapped brick-on-end soldier course lintel				
		including pointing to face and soffit	m	18		
3.1.5		150x15mm segmental concrete cement sills	m	18		
3.1.6		Waterproofing under surface beds and in walls				
3.1.6.1	a)	One layer of 'consol plastics brikgrip' embossed DPC	m²	48		
3.1.6.2	b)	25x25mm 'compriband' bitumen-impregnated foam plastic joint sealing strips between frames and walls	m	21		
3.1.6.3	c)	One layer of 375 micron embossed damp proof sheeting	m²	38		
3.1.6		Plastering				
3.1.6.1		Cement plaster on brickwork				
		Interior walls	m²	127,14		
3.1.7		Painting				
3.1.7.1		One coat alkali resistant plaster primer and two coats PVA				
		Internal walls	m²	127,14		
3.1.8		225x150mm cement air bricks	No.	9		
		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
4		ROOFING				
4,1		SCHEDULED ITEMS				
4.1.1		Roof covering				
4.1.1.1	a)	0.58mm thick 'brownbuilt' chromadek IBR roof sheeting and accessories laid at 21.5 degrees pitch (measured on floor area)	m²	40		
4.1.1.2		Ridge capping	m	50		
4,1,1,3	(C)	12x225mm 'Everite' medium density plain nutec cement fascias and barge boads including H-profile jointing strips	m	30		
4.1,2		Rainwater disposal 125 x 100 mm uPVC gutters and accessories in long lengths Including jointing				
4.1.2.1	a)	100x125mm eaves gutters fixed with brackets to fascia boards	m	10		
4.1.2.2	l ′l	Stopped end	No.	4		
4.1.2,3	c)	75mm dia. downpipes plugged to wall with holderbats	m	14		
4.1.2.4	d)	2.5kl jojo tank mounted and secured on brick tank stand complete with brass 'bib' tap for rainwater harvesting	No.	1		
4.1.3		Roof trusses Monoplaner prefabricated connector plate roof trusses at 1200mm maximum centres with a pitch of 21 deg. with purlins at 1200mm centres				
4.1.3.1	a)	Sawn Pine 6970mm span x 900mm high to 21 deg. pitch with 450mm overhang on both sides	No.	10		
4.1,3.2	b)	38x114mm timber wall plate, grade to suit	m	19		
4.1.3.3	c)	50x76mm timber purlins, grade to suit	m	39		
		Total Carried Forward to Summary				

ltem	Payment Ref.	Description	Unit	Quantity	Rate	Amount
5		CARPENTRY AND JOINERY				
5,1		SCHEDULED ITEMS				
5.1.1		Doors (as per attached drawing schedule)				
		Semi-solid core flush doors finished on both faces with tempered veneered hardboard				
5,1,1,1		D1: 2031X813X40 Solid core flush doors finished on both faces with tempered veneered hardboard	No.	5		
5,1,1,2		D2: 2031X813X40	No.	2		
5.1.1.3	i)	Frames				
		1.6mm thick standard pressed steel frame with 44mm rebate to fit 220mm thick wall.hoop anchors welded to frame.3 x rubber shock absorbers in rebate.one pair 100 x 75mm butt hinges welded to frame				
	a)	D2: 2031X813X40	No.	2		
5.1.1.4	ii)	Frames		-		
		1.4mm thick standard pressed steel frame with 44mm rebate to fit 110mm thick wall.hoop anchors welded to frame,3 x rubber shock absorbers in rebate.one pair 100 x 75mm butt hinges welded to frame.				
	a)	<u>D1: 2031X813X40</u>	No.	5		
5.1.1.5	ii)	GATES (GALVANISED) Galva nised steel gates welded to walls				
		G1	No	2		
5.1.2		Windows (Galvanised)				
		Supply, handle and build into brickwork galvanised steel windows, glazed with 4mm clear float glass				
	- 1	E1	No.	6		
- 4 0	b)	E2	No.	2		
5.1.3		Ceilings 6mm "Everite Nutec" fibre-cement flush boards with H-type pressed steel jointing strips including 38x38mm sawn	m²	40		
		softwood brandering at 450mm centres in both directions	111	40		
		Extra-over for 600x600mm trap door including sawn and wrot framing fitted flush with ceiling	No.	1		
		50x19mm angle rounded comice plugged and including 19mm quadrant bead planted on	m	27		
5.1.4		Aerolite Insulation				
		50mm insulation closely fitted and laid on top of brandering	m²	30		
-		Total Carried Forward to Summary				

Item	Payment Ref.	Description	Unit	Quantity	Rate	Amount
6		IRON MONGERY			II	
6,1		SCHEDULED ITEMS				
6.1.1		Hinges, bolts, etc Union two ball bearing butt hinges with satin brass finish	No.	24		
6.1.2		Locks, etc				
5.1.2.1	a)	Union profile double cylinder lockset	No.	2		
3.1.2.2	b)	Unioп profile indicating bolt and keep to steel	No.	5,0		
642		Namestates				
6.1.3	a)	Nameplates Approved engraved aluminium plate incorporating paraplegic pictogram	No.	1		
. 4 2 0						
3.1.3.2		Ditto, but incorporating male pictogram	No.	1		
3.1.3.3	d)	Ditto, but incorporating female pictogram	No.	1		
6.1.4		Bathroom fittings				
		HDPE seat suitable for drop toilet	No.	6		
		32mm dia. stainless steel grab rail	No.	2		
	1	Fotal Carried Forward to Summary			_	

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C3.4: COMMUNITY DEVELOPMENT AND TRAININGSI	<i>N</i> . 11

C3: SCOPE OF WORK

C3.1: DESCRIPTION OF THE WORKS

[NOTE: 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. For Compiler information purposes only]

C3.1.1 Employer's Objective and Overview of the works

This contract covers the supply of all materials, labour, plant and equipment for the CONSTRUCTION OF LANGELIHLE CRECHE. The project involves the construction of a fire station and associated amenities.

C3.1.2 Overview of the works

The scope of work is envisaged to include the following:

- Construction of an approximately 150m² building constructed from standard common and face brick as per bill specifications and issued working drawings.
- The building will be supported on reinforced concrete foundations as per engineer's detail and the concrete slabs will be reinforced with REF193 mesh or as per detail.
- 0.57mm Thick IBR "Chromadek" roof sheeting with "Leak King" roofing screws, including mastic sealant to all side laps (laid as per manufacturer's details) laid on timber purlins at maximum 1250mm centres on trusses at 1250mm centres fixed to wall. Colour as per Project Engineers instruction.
- Finishes include a ceiling, internal plaster and paint, internal and external precast "face" brick and ceramic floor tiles.
- External works include the supply and installation of a perimeter diamond wire mesh fencing, onsite sewerage disposal system, parking lot and access driveway.

RECOMMENDED BY:

MY, S.V. MNGADI

SEN OR MANAGER: PWBS

APPROVED BY:

MR.N.C. VEZI MUNICIPAL MANAGER

/

The site is located as depicted in the Locality Plan.

C3.1.4 Ground and Subsoil Investigations

Geotechnical investigations have been undertaken on the site and the details of the subsoil conditions will be provided to the successful tenderer. Requests may be made via email by tenderers should they require a copy of the report.

C3.1.5 Ancillary works

The access road to the hall is to be widened to facilitate ease of access to the community hall once it is completed. The road is to be a 300m, 5m wide gravel access road with the layer works being for light vehicles as governed by the national standards.

C3.1.6 Climatic conditions

The proposed project area is in a high summer rainfall region with an average annual precipitation of 750-1000 mm.

C3.1.7 Labour recruitment conditions

Local labour is to be used and the employment of such labour is to be done in conjunction with the relevant project management structure that is to be formed. A Labour Committee shall be formed that shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed.

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.

C3.2: PROJECT SPECIFICATIONS & ENGINEERING

C3.2.1 General

Applicable Standard Specifications

Although not bound in or issued with this document, the following SABS 1200 Standard Specifications for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall form part of the Contract Documents. The Contractor shall be in possession of these Standard Specifications and their related SABS 0120 Code of Practice (latest edition) which apply equally and shall keep a copy thereof on site for reference by himself or the Engineer for the duration of the Contract.

SABS	1200 A	1986 :	General
SABS	1200 AB	1986 :	Engineer's Office
SABS	1200 C	1980 :	Site Clearance (As amended 1982)
SABS	1200 D	1988 :	Earthworks (As amended 1990)
SABS	1200 DB	1989 :	Earthworks (Pipe Trenches)
SABS	1200 DK	1996 :	Gabions and Pitching
SABS	1200 DM	1981 :	Earthworks (Roads, subgrade)
SABS	1200 F	1983 :	Piling
SABS	1200 G	1982 :	Concrete (Structural)
SABS	1200 GA	1982 :	Concrete (Small Works)
SABS	1200 LB	1983 :	Bedding (Pipes)
SABS	1200 LC	1981 :	Cable Ducts
SABS	1200 LD	1982 :	Sewers
SABS	1200 LF	1983 :	Erf connections (Water)
SABS	1200 M	1996 :	Roads (General)
SABS	1200 ME	1981 :	Subbase
SABS	1200 MK	1983 :	Kerbing and Channelling
SABS	1200 LG	1983 :	Pipe Jacking
SABS	1200 MM	1984 :	Ancillary Roadworks

NOTES:

- 1. FOR THE PURPOSE OF THIS CONTRACT "SABS" IS TO BE REPLACED BY "SANS" FOR THE ENTIRE RANGE OF STANDARD SPECIFICATIONS.
- 2. COPIES OF THE STANDARDISED SPECIFICATIONS ARE AVAILABLE AT SANS, PRETORIA.
- 3. WHEREVER THE TERM "PROJECT SPECIFICATIONS" APPEARS IN THE STANDARDISED SPECIFICATIONS IT MUST BE REPLACED WITH THE TERM "SCOPE OF WORK"

C3.2.2 Design

- The Contractor is responsible for the Temporary Works, Site Camp and Contractor's office accommodation design.
- Site layouts for the Engineer Representative's temporary office accommodation and a Monthly Meeting venue.

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule-of-Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor are detailed in this tender document. These drawings have been used for setting up the Bills of Quantities.

C3.2.3 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.2.4 Planning and Programme (Read with SANS1921-1:2004 clause 4.3)

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers, as detailed in the Returnable Documents section.

The following constraints shall be considered in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is as indicated in the contract data. Plant and personnel requirements to complete the project during the project period must be incorporated in the Tender.
- b) The relocation of services is to be determined during construction.

C3.2.5 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

C3.3: MANAGEMENT OF THE WORKS

C3.3.1 Management and disposal of water

(Read with SANS 1921 - 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C3.3.2 Earthworks

(Read with SANS 1921 - 1: 2004 clause 4.10)

Borrow pits and spoil areas

The borrow pits to be used for this contract, where possible, shall be pointed out at the Compulsory Site Inspection. It is however the contractor's responsibility to locate the closest borrow pit which will be tested by an approved Geotechnical Engineering specialist prior to the source being used. The rate for gravel material shall be deemed to include all overhaul based on the identified borrow pits' distance.

The Contractor shall be permitted to use only those borrow pits approved by the Engineer. The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

C3.3.3 Testing

(Read with SANS 1921 - 1: 2004 clause 4.11)

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.3.4 Site Establishment (Read with SANS 1921 - 1: 2004 clause 4.14)

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the municipality. Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to

all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

PART C3: SCOPE OF WORK

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

C3.3.5 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C3.3.6 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.3.7 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)

There are no existing master plans for all the existing services in the project area. To this end, the Contractor shall prove and acquaint himself with the positions of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners are indicated on the drawings:

Service owner Type of service

a)	Eskom	Overhead and underground cables, timber poles and distribution boxes
b)	Telkom	Underground cables and distribution boxes
c)	Water	Underground water pipelines, concrete chambers and marker posts
d)	Sewer	Underground sewer pipelines, concrete chambers and marker posts

Provisional amounts are included in the bill of quantities for the said services. Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings, but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications regarding services.

C3.3.8 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

C3.3.8.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

C3.3.8.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

[Note to compiler: The Employer's Safety Specification is available and must be included]

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C3.3.8.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C3.3.8.4 Management of the environment (Read v

(Read with SANS 1921 - 1: 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

C3.3.9 EPWP Alignment Clauses

C3.3.9.1 (1.2) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any infrastructure projects:

Protective overalls

- Protective footwear
- · Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- · Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

C3.3.9.2 (B1231) COMMUNITY LIAISON OFFICER (CLO)

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

- (a) Duties of the Community Liaison Officer
 The Community Liaison Officer's duties will be:
 - (i) To be available on site daily between the hours of ___(insert time) and ____(insert time) and at other time as the need arises. His normal working day will extend from ____morning until __(insert time) in the afternoon.
 - (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
 - (iii) To communicate daily with the contractor and the engineer to determine the labour requirements regarding numbers and skill, to facilitate in labour disputes and to assist in their resolution.
 - (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
 - (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
 - (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
 - (vii) To Inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
 - (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
 - (ix) To keep a daily written record of his interviews and community liaison.
 - (x) To attend monthly site meetings to report on labour and RDP matters.
 - (xi) All such other duties as agreed upon between all parties concerned.
 - (xii) To submit monthly returns regarding community liaison.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

C3.4: COMMUNITY DEVELOPMENT AND TRAINING

PART A

In line with the municipality's COMPULSORY SUBCONTRACTING policy, as captured in clause 2 (1) (a) (ii) of the approved *Supply Chain Management Policy*; "all contracts with a value from R5 000 000 and above" are subject to a compulsory subcontracting. In terms of this clause, the successful Tenderer (Main contractor) is compelled to Sub-contracting a minimum of 30 % of the contract value. The subcontract firms shall be;

- in the Level 1 CIDB grading category of the specific project category (GB, CE, etc.);
- residents of DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY.
- Black owned emerging contractor entities. Preference should be given to youth, disabled and female contractors or co-operatives.

The 30% requirement shall not be made up entirely of construction materials sourcing, this aspect will be capped at 10%.

Allocations will be made within the Bill of Quantities for specific works to be done by subcontractors, with an allocation for the full-time supervision by the Main Contractor. The works produced by the subcontractor is solely the responsibility of the Main Contractor.

A list of subcontractors meeting a pre-qualifying criterion will be provided to the Main Contractor by the municipality. However, the municipality indemnifies itself from any claim that may arise in the event of a dispute herein.

PART B

Furthermore, the South African Government has undertaken to drive the "radical economic" transformation of marginalized and previously disadvantaged individuals. The Tenderer must submit a proposal for other proposed Economic Transformation Strategies that may be employed to meet the national economic transformation goals. The proposal may include but is not limited to the following.

C3.4.1 Education and Training

This may include contributions to the communities that endeavour to build schools and classrooms as well as outreach and special programmes for the betterment of the intended beneficiaries.

C3.4.2 Skills Development

Programmes that are aimed at improving skills levels in communities with the objective to earn a living and become self-sustainable.

C3.4.3 Job Creation

Support of job creation projects that are external to this contract and are aimed at creating self-sustainability for individuals and small enterprise entities.

C3.4.3 Community support

Medical, primary healthcare and welfare projects (e.g. food schemes) within the communities in which the Contractor is operating may be considered and may also be non-monetary, such as organisational, administrative support, time spent by staff to help to organise an event, project or training for a beneficiary, etc. This may also include Community Aids awareness programmes aligned to government programmes.

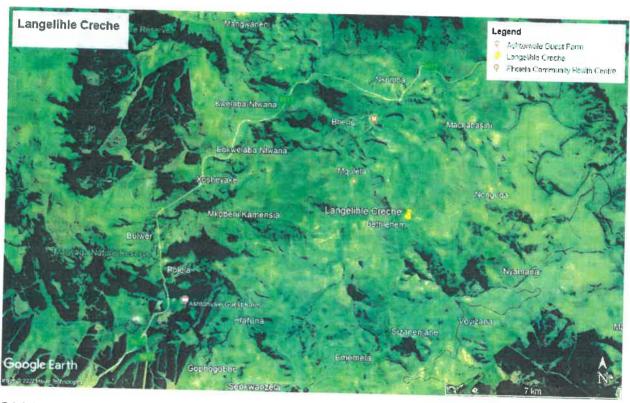
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C4: SITE INFORMATION

C4.1: LOCALITY PLAN

The location of the site is as per the attached Locality Plan.



C4.1.1; Access

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract

C4.2.1: Geotechnical Report

The detailed Geotechnical investigation was undertaken, and a Geotechnical Report prepared. The report will be emailed to tenderers upon request.

C4.2: 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 as a separate book of drawings. 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 construction, completion and defects correction of the works.

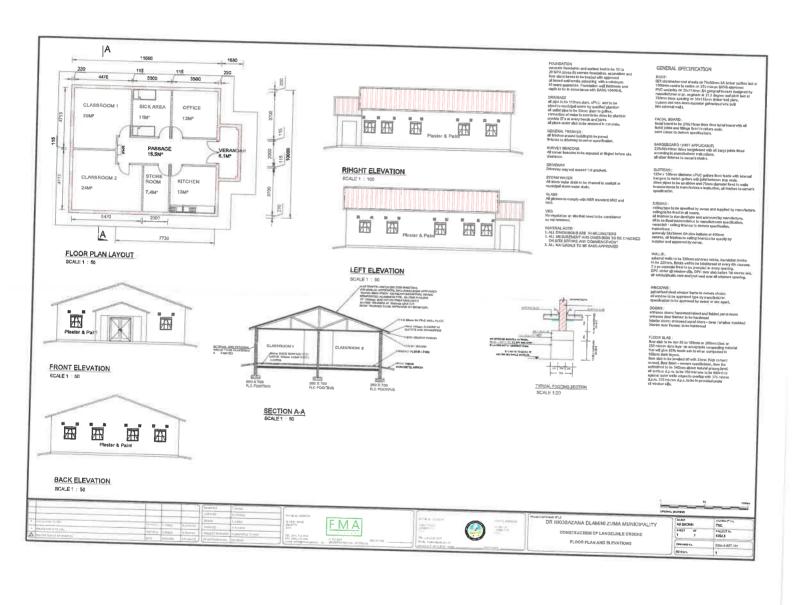
All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

C4.2.1 List of drawings attached

Tender drawings are issued separately and are listed hereunder:

Site Layout Plan	K054.6-B0T-100	
Floor Plan Layout and Elevations: Creche	K054.6-B0T-101	
Floor Plan Layout and Elevations: VIP Toilets	K054.6-B0T-102	





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