

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY



DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

CONTRACT N<sup>o</sup> PWBS-B027/22/23

## CONTRACT DOCUMENT

**COMPILED BY:**

**Shardesh Sewlal Engineers**  
1 Huntley Place  
Westville  
3630



Contact Name: Mr S. Sewlal  
Telephone: 031 266 7299  
Email: [shardesh.sewlal@shardesh.co.za](mailto:shardesh.sewlal@shardesh.co.za)

**ON BEHALF OF**

**DR NKOSAZANA DLAMINI ZUMA  
MUNICIPALITY**  
Main Street  
Creighton  
3263



Contact Name: Mr S.V  
Mngadi  
Telephone: 039 833 1038  
Email: [mngadis@ndz.gov.za](mailto:mngadis@ndz.gov.za)

NAME OF CONTRACTOR	
ADDRESS OF CONTRACTOR	
TELEPHONE	
FAX	
CONTRACT SUM	
CIDB CRS NUMBER	



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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

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# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N<sup>o</sup> PWBS-B027/22/23

## FOREWORD

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

**THE TENDER** consists of two parts, namely:

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

**THE CONTRACT** consists of five parts, namely:

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

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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SUMMARY FOR TENDER OPENING PURPOSES**

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

Name of Contractor submitting the tender:

.....

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

R..... (In figures) (In

Amount Words..... in

.....

Alternative Tender offered? ..... (Yes / No)

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

Amount Words..... in

.....

Alternative Time for Completion offered? ..... (Yes / No)

If "Yes", state time offered: .....

**SIGNATURE:** .....  
(of person authorised to sign the tender)

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**PART T1: TENDERING PROCEDURES**

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

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N<sup>o</sup> PWBS-B027/22/23

#### T1.1 : TENDER NOTICE AND INVITATION TO TENDER



#### BID NOTICE: PWBS-B027/22/23

#### **BID INVITATION**

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

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

#### **PRE –QUALIFICATION**

The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is atleast 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](http://www.ndz.gov.za)).

#### **COMPULSORY SITE INSPECTION**

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

PROJECT NAME	CONTRACT NO.	BRIEFING DATE AND TIME
MAKAWUSANE SPORTSFIELD PHASE 2	PWBS-B027/22/23	09 <sup>th</sup> September 2022 @10h00

#### **DOCUMENTS**

Bid documents will be available at the Creighton Office from the **06<sup>th</sup> September 2022** during office hours until the **09<sup>th</sup> September 2022** before **12h00pm**. The cost of the quotation document is **R476.00** which is non-refundable. An Electronic copy is available on our website ([www.ndz.gov.za](http://www.ndz.gov.za)) for **FREE**.

## THE FOLLOWING DOCUMENTS TO BE SUBMITTED WITH BID

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

### CLOSING DATE

Bid documents must be submitted in a sealed envelope clearly marked with the Bid number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than **the 23<sup>rd</sup> September 2022 before 12:00pm**. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer.

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

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

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

Industry/sector/sub-sector	Minimum threshold for local content
• <b>Steel value added products</b> (fence poles, goal post, fence, Reinforcement and Steel Gate)	<b>100%</b>
• <b>Cement products</b>	<b>100%</b>
• <b>PVC Product</b>	<b>100%</b>
• <b>Plastic Tanks</b>	<b>100%</b>
• <b>Clothing and Textile</b>	<b>100%</b>

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

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

### BID ENQUIRIES

Procedure related enquires: Miss N. Holiwe

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

Dr Nkosazana Dlamini Zuma Municipality

P O Box 62

Creighton

3263

Tel No: (039) 833 1038

Fax No.: (039) 833 1179



**Mr N.C Vezi**  
**MUNICIPAL MANAGER**



## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:	PWBS-B027/22/23	CLOSING DATE:	23 <sup>rd</sup> September 2022
		CLOSING TIME:	12h00
DESCRIPTION	MAKAWUSANE SPORTSFIELD PHASE 2		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (Dr NDZ Main Offices at Main street, Creighton 3263)

**MAIN STREET**

**CREIGHTON, 3263**

**SUPPLIER INFORMATION**

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

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

<p><b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
<p><b>3. TOTAL NUMBER OF ITEMS OFFERED</b></p>	<p><b>4. TOTAL BID PRICE</b></p> <p style="text-align: right;">R</p>
<p><b>5. SIGNATURE OF BIDDER</b></p> <p>.....</p>	<p><b>6. DATE</b></p>
<p><b>7. CAPACITY UNDER WHICH THIS BID IS SIGNED</b></p>	

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	BTO	CONTACT PERSON	PWBS
CONTACT PERSON	Miss N Holiwe	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	dlaminiz@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

### MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

#### TENDER N° PWBS-B027/22/23

#### T1.2 : STANDARD CONDITIONS OF TENDER

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

#### F.1 General

##### F.1.1 Actions

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

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

##### F.1.4 Communication and employer's agent

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

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

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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



- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

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

**Note:**

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The Employer's Undertakings**

**F.3.1 Respond to clarification**

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

**F.3.2 Issue addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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



**F.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

**F.3.8.3** Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

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

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

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

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

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

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

#### F.3.11.2 Scoring financial offers

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

$$NFO = W_1 \times A$$

where:

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

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

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

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

where:

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

$P$  = the comparative offer of tender offer under consideration.

### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the tender data and calculate total score for quality.

### F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.13 Acceptance of tender offer

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

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

### F.3.14 Notice to unsuccessful tenderers

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

### F.3.15 Prepare contract documents

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

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

### F.3.16 Issue final contract

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

### F.3.17 Complete adjudicator's contract

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

**F.3.18 Provide copies of the contracts**

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

**F.3.19 Delegation of Authority**

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

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N° PWBS-B027/22/23

#### T1.3 : TENDER DATA

#### GENERAL

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

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

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

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

Clause	Wording
	<p>C1.7: Transfer of Rights  C1.8: Retention Money Guarantee  <b>PART C2 : PRICING DATA</b>  C2.1: Pricing Instructions  C2.2: Bill of Quantities  <b>PART C3 : SCOPE OF WORK</b>  C3.1 Description of the Works  C3.2 Engineering  C3.3 Procurement  C3.4 Construction  C3.5 Management  C3.6 Particular Specifications  <b>PART C4 : SITE INFORMATION</b>  C4.1 Locality Plan  C4.2 Site of Works and Site conditions  C4.3 Geotechnical Report  C4.4 Environmental  <b>PART C5 : Annexures</b>  Annexure A: Drawings</p>
F.1.4	<p>The Employer's agent is:  Name: Shardesh Sewlal Engineers  Contract Person: Mr Shardesh Sewlal  Address: 1 Huntley Place, Westville, 3630  Tel: 031 266 7299 / 082 3310 780 Fax: 086 614 8113  E-mail: <a href="mailto:shardesh.sewlal@shardesh.co.za">shardesh.sewlal@shardesh.co.za</a></p>
F1.5	<p>The Employer's right to accept or reject any tender offer  The Employer is not obliged to accept the lowest or any tender offered.  The Employer reserves the right to increase or decrease the scope of works to suit budgetary constraints.</p>
F.2.1	<p><b>Eligibility</b></p> <p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>a) the tenderer submits <b>an original valid</b> Tax Clearance Certificate issued by the South African Revenue Services and a Tax Compliance Status PIN, or has made arrangements to meet outstanding tax obligations;</li> <li>b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.4 of this procurement document;</li> <li>c) the tenderer has registered on the Central Supplier Database;</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not:</li> </ul>



Clause	Wording
	<p>i) abused the Employer's Supply Chain Management System; or  ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>f) The tenderer has completed the Declaration of Interest and the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) The tenderer must submit a copy of a joint venture agreement (if applicable).</p> <p>i) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;</p> <p>j) The Tenderer has completed and signed all returnable documents where relevant;</p> <p>k) Tenderers are required to submit a Bank Rating with this tender. Tenderers who receive a Bank Rating <math>\leq</math> E (figures considered too high) will be disqualified.</p> <p>l) Bids in excess of R20 million are required to Sub-Contract a minimum of 10% of the contract to previously disadvantaged companies, within the area of jurisdiction of the Municipality;</p> <p>m) The Tenderer has met the minimum number of evaluation points for quality.</p> <p>n) The Tenderer must confirm that he/she has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, N° 85 of 1993, and the OSHA 1993 Construction Regulations 2003.</p> <p>Only those tenderers who are registered with the CIDB or can submit proof of application for registration prior to evaluation of Tenders, in a contractor-grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the class of construction work;</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Development Regulation is equal to or higher than a contractor grading designation determined in accordance with sum tendered for a 3CE only class of construction work;</li> <li>4. When the JV is dissolved the lead partner will remain liable in terms of the contract including latent defects. <b>The Lead Partner shall be nominated in the returnable document and shall at least a 3CE only classification. The Lead Member accepts all liability in terms of the contract and that this liability will continue for ten (10) years completion of the contract;</b></li> <li>5. Included with their tender is a letter from each of the proposed joint members stating their undertaking that in the event of the joint venture tender being successful, the said members will enter into a joint venture agreement, which shall be based on and comply with the CIDB Sample JV agreement.</li> </ol>

Clause	Wording
F.2.7	<p>The arrangements for a compulsory clarification meeting are:  Location: A compulsory briefing session will be held at the offices of the Nkosazana Dlamini Zuma Municipality. The venue is situated at Main Road, Creighton 3263</p> <p>Date: <b>09<sup>th</sup> September 2022.</b>  Starting time: 10;00  Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:  Contact Name: Mr Shardesh Sewlal (Consultant)  Tel: 031 266 7299  Fax: 086 614 8113</p>
F.2.10	<p>Pricing the Tender Offer</p> <p>(a) <u>Value Added Tax</u></p> <p>The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</p> <p>(c) Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.</p>
F.2.11	<p>A Tender offer shall not be considered if alterations have been made to the offer or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p>
F.2.12.1	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:</p> <p>(a) <u>Individual items</u>  Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Schedule 1J: <i>Amendments, Qualifications and Alternatives</i> in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.</p> <p>(b) <u>Alternative designs</u>  Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:</p> <p>(i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;</p> <p>(ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.</p> <p>(iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:</p>



Clause	Wording														
	<ul style="list-style-type: none"> <li>• Changes in design parameters ordered by the Engineer;</li> <li>• Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.</li> </ul> <p>(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.</p> <p>(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered</p>														
F.2.13.2	Tenderers to note that the returnable documents are listed in T.2 (Returnable Documents)														
F.2.13.3	Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted.  Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.														
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: Location of tender box: <b>Dr Nkosazana Dlamini Zuma Municipality</b> Physical address: Main Street Creighton 3263 Identification details: <b>TENDER NO: PWBS-B027/22/23</b>														
F.2.13.6	A two-envelope procedure will <b>not</b> be followed.														
F.2.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted														
F.2.14	The tenderer shall complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and will invalidate the tender. Items against which <b>N/A or Included</b> is entered, or are left blank, will be considered as incomplete and will invalidate the tender. Items against which NIL or zero (0) is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at <b>zero (0) or NIL price.</b>														
F.2.15	The closing time for submission of tender offers is: <b>12H00 on 23<sup>rd</sup> September 2022</b>														
F.2.16	The tender offer validity period is <b>thirteen (13) weeks (90days)</b> from the tenders closing date														
F.2.19	Access shall be provided for inspections, test and analysis by prior arrangement with the employer														
F.2.23	<p>The tenderer is required to submit with his tender:</p> <table border="1"> <thead> <tr> <th>COMPULSORY DOCUMENTS</th> <th>TICK</th> </tr> </thead> <tbody> <tr> <td>a) Proof of registration with CSD- starting with (MAAA)</td> <td></td> </tr> <tr> <td>b) Joint Venture Agreement (if necessary)</td> <td></td> </tr> <tr> <td>c) Form of offer fully completed</td> <td></td> </tr> <tr> <td>d) MBD 1,4,6,2,8, 9 and annexure C fully completed</td> <td></td> </tr> <tr> <td>e) CIDB Grading Certificate: 3CE or Higher</td> <td></td> </tr> <tr> <td>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 atleast 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(<a href="http://www.ndz.gov.za">www.ndz.gov.za</a>). ( <b>NB: Tender must include the following information for proposed Subcontractors</b> CSD report, CIDB certificate or CIRS number and tax compliance status form.</td> <td></td> </tr> </tbody> </table>	COMPULSORY DOCUMENTS	TICK	a) Proof of registration with CSD- starting with (MAAA)		b) Joint Venture Agreement (if necessary)		c) Form of offer fully completed		d) MBD 1,4,6,2,8, 9 and annexure C fully completed		e) CIDB Grading Certificate: 3CE or Higher		f) The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is atleast 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website( <a href="http://www.ndz.gov.za">www.ndz.gov.za</a> ). ( <b>NB: Tender must include the following information for proposed Subcontractors</b> CSD report, CIDB certificate or CIRS number and tax compliance status form.	
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f) annexures D & E fully completed( to be kept by service provider for 5years)															
F.3.2	Change "seven days" to "seven working days".														
F.3.4	The time and location for opening of the tender offers are: Time 12H00 on <b>23<sup>rd</sup> September 2022</b> . At the offices of the <b>Dr Nkosazana Dlamini Zuma Municipality, Creighton</b>														

Clause	Wording											
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4 (Functionality, Price and Preferences) using the 80/20 Preferential Point System:</p> <p>Stage 1: Scoring Quality (Functionality)</p> <p>Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.</p> <p>The criteria to be used to evaluate the proposals for the functionality stage will be as follows:</p> <p>Points</p> <table border="0" data-bbox="336 667 986 786"> <tr> <td>1. Relevant Experience of Enterprise</td> <td>= 35</td> </tr> <tr> <td>2. Experience of Key Personnel</td> <td>= 40</td> </tr> <tr> <td>3. Availability of relevant plant and equipment</td> <td>= 25</td> </tr> <tr> <td><b>Total Points</b></td> <td><b>=100</b></td> </tr> </table>				1. Relevant Experience of Enterprise	= 35	2. Experience of Key Personnel	= 40	3. Availability of relevant plant and equipment	= 25	<b>Total Points</b>	<b>=100</b>
1. Relevant Experience of Enterprise	= 35											
2. Experience of Key Personnel	= 40											
3. Availability of relevant plant and equipment	= 25											
<b>Total Points</b>	<b>=100</b>											
	Key Aspect of Criterion	Basis for Points Allocation	Max Points	Verification Method								
	<b>Relevant Experience of the Contractor in Sportsfield Construction</b>	3 x <b>Completed</b> Sportsfield projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	35	<ul style="list-style-type: none"> <li>• Appointment Letter and.</li> <li>• Letter of Reference</li> </ul>								
		2 x <b>Completed</b> Sportsfield projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	20	<ul style="list-style-type: none"> <li>• Appointment Letter and.</li> <li>• Letter of Reference</li> </ul>								
		1 x <b>Completed</b> Sportsfield in the last 5 years. Bidders to submit letter of appointment and letter of reference.	10	<ul style="list-style-type: none"> <li>• Appointment Letter and.</li> <li>• Letter of Reference</li> </ul>								
	<b>Qualifications and CV's of Contract Manager</b>	National Diploma in Civil Engineering or Project Management with <b>3 years' experience</b> in Sportsfield	10	Certified copy of qualification to be attached with detailed CV								
		National Diploma in Civil Engineering or Project Management with <b>2 years' experience</b> in Sportsfield	7	Certified copy of qualification to be attached with detailed CV								
		National Diploma in Civil Engineering or Project Management with <b>1 years' experience</b> in Sportsfield	5	Certified copy of qualification to be attached with detailed CV								
	<b>Qualifications and CV's of Site Agent</b>	National Diploma or N3 in Civil Engineering with <b>3 years' experience</b> in Sportsfield	15	Certified copy of qualification to be attached with detailed CV								
		National Diploma or N3 in Civil Engineering with <b>2 years' experience</b> in Sportsfield	10	Certified copy of qualification to be attached with detailed CV								
		National Diploma or N3 in Civil Engineering with <b>1 years' experience</b> in Sportsfield	5	Certified copy of qualification to be attached with detailed CV								
	<b>Qualifications</b>	10 or more years of experience in Sportsfield	15	Detailed CV to be attached with clear								

Clause	Wording			
	<b>and CV's of Site Foreman</b>			experience and reference
		5 -9 years of experience in Sportsfield	10	Detailed CV to be attached with clear experience and reference
		1 -4 years of experience in Sportsfield	5	Detailed CV to be attached with clear experience and reference
	<b>Availability of relevant plant and equipment (Resources)</b>	If the <b>Bidder owns all</b> the required construction plant and equipment for constructing the Sportsfield (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 <b>Bidder owns some</b> of the required construction plant and equipment and will <b>hire the other</b> required plant and equipment for constructing Sportsfield (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook and pro-forma agreement with plant hire company)	20	Proof of ownership of all the required plant and equipment, e.g. logbooks and proof of purchase + Pro-forma Agreement with Plant Hire Company
		If the <b>will hire all</b> the required construction plant and equipment for constructing the Sportsfield (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Pro-forma Agreement with Plant Hire)	15	Pro-forma Agreement with Plant Hire
<p> <b>Only Bidders who achieve 60% the total available will qualify for the next stage of evaluation.</b> </p> <p> <b>Stage 2: Points and Preferential Points</b> </p> <p>           Points for price will be evaluated as per the following formula:         </p> $P_s = 80x \left( \frac{1 - (P_t - P_{min})}{P_{min}} \right)$ <p>           Where            P<sub>s</sub> = Points scored for price of tender under consideration            P<sub>t</sub> = Rand Value of tender under consideration            P<sub>min</sub> = Rand value of lowest acceptable tender         </p>				

Clause	Wording																				
	<p data-bbox="386 280 837 313"><b><u>The 20 points of the Scoring System</u></b></p> <p data-bbox="386 336 686 369"><b>Determination of Scores</b></p> <p data-bbox="386 369 1476 436">The allocation of preferential points is based on the B-BBEE Level of Contribution as given in the respective current and valid B-BBEE Certificate:</p> <p data-bbox="386 481 782 515">Preferential Points System – 80/20</p> <table border="1" data-bbox="327 515 1236 884"> <thead> <tr> <th data-bbox="327 515 877 604">B-BBEE Contribution Level of Contributor</th> <th data-bbox="877 515 1236 604">No. Of Points as per Score Card</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 604 877 638">1</td> <td data-bbox="877 604 1236 638">20</td> </tr> <tr> <td data-bbox="327 638 877 672">2</td> <td data-bbox="877 638 1236 672">18</td> </tr> <tr> <td data-bbox="327 672 877 705">3</td> <td data-bbox="877 672 1236 705">14</td> </tr> <tr> <td data-bbox="327 705 877 739">4</td> <td data-bbox="877 705 1236 739">12</td> </tr> <tr> <td data-bbox="327 739 877 772">5</td> <td data-bbox="877 739 1236 772">8</td> </tr> <tr> <td data-bbox="327 772 877 806">6</td> <td data-bbox="877 772 1236 806">6</td> </tr> <tr> <td data-bbox="327 806 877 840">7</td> <td data-bbox="877 806 1236 840">4</td> </tr> <tr> <td data-bbox="327 840 877 873">8</td> <td data-bbox="877 840 1236 873">2</td> </tr> <tr> <td data-bbox="327 873 877 907">Non – Compliant Contributor</td> <td data-bbox="877 873 1236 907">0</td> </tr> </tbody> </table>	B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non – Compliant Contributor	0
B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non – Compliant Contributor	0																				

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



Clause	Wording
	<p>Tenderers are advised that the following is the appeal process and in dealing with these appeals the Chief Executive shall follow the following procedure:</p> <ol style="list-style-type: none"> <li data-bbox="416 371 1509 495">(1) The appeal (clearly setting out the reasons for the appeal) and queries with regard decision of award are to be directed to the office of the. Attention: Manager: Supply Chain Management, Dr Nkosazana Dlamini Zuma Municipality, P.O Box 62, Creighton, 3263</li> <li data-bbox="416 517 1509 580">(2) A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee who must provide a response in writing within seven days.</li> <li data-bbox="416 580 1509 642">(3) In the event that there are allegations made against third parties, they will also be given an opportunity to respond to the allegations within seven days.</li> <li data-bbox="416 642 1509 674">(4) These responses will then be sent to the Appellant for a reply within five days.</li> <li data-bbox="416 696 1509 790">(5) The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the Appellant will be notified of the date, place and time of such hearing.</li> <li data-bbox="416 813 1509 907">(6) The Appeal Authority will consider the appeal and may confirm, vary or revoke the decision of the Committee, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision.</li> <li data-bbox="416 929 1509 992">(7) The Appeal Authority must commence with the appeal within six (6) weeks and decide the appeal within a reasonable period.</li> </ol>
F.3.20	<p><b>Prohibition of Awards to Persons in the Service of the State</b></p> <p>Regulation 44 of the Supply Chain Management Regulations states that the Public Entity may not make any award to a person:-</p> <ol style="list-style-type: none"> <li data-bbox="416 1205 866 1236">(a) Who is in the Service of the State</li> <li data-bbox="416 1258 1509 1352">(b) If that person is not a natural person, of which any Director, Manager, principal, Shareholder or Stakeholder is a person in the service of the State; or who is an Advisor or Consultant contracted with the public entity.</li> </ol>

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**PART T2 : RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**



# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N<sup>o</sup> PWBS-B027/22/23

#### T2.1 : LIST OF RETURNABLE DOCUMENTS

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

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

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

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

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

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

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

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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

Of.....(Address)

.....

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

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

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

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date& Time .....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

<b>SCHEDULE 1B: AUTHORITY OF SIGNATORY</b>
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

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

**A. CERTIFICATE FOR COMPANY**

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

**As witnesses:**

1. \_\_\_\_\_ Signature : Sole owner: \_\_\_\_\_
2. \_\_\_\_\_ Date : \_\_\_\_\_

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

**B. CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key-partners in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of .....to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ....., authorized signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

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

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

**D. CERTIFICATE FOR SOLE PROPRIETOR**

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

**As witnesses:**

1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_
2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ....., to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key-members upon who rests the direction of the affairs of the Partnership as a whole.

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

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

---

---

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

Held at \_\_\_\_\_ (place) on  
\_\_\_\_\_ (date)

Resolved that:

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

---

---

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

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

Tender No: \_\_\_\_\_ (Tender Number as per Tender Document)

2. Mr/Mrs/Miss/Ms\*: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

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

Physical Address: \_\_\_\_\_

---

Postal address: \_\_\_\_\_

---

Telephone:

\_\_\_\_\_

Fax:

\_\_\_\_\_

Email:

\_\_\_\_\_

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

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

**Signed:**

.....

**As Witnesses:**

1.....

2.....

**Date:**

.....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1C: PROOF OF PURCHASE OF TENDER DOCUMENTS**

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



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1D: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

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

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....
		Signature ..... Name ..... Designation .....

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1E: KEY PERSONNEL**

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

<b>Designation</b>	<b>Name</b>	<b>Qualification</b>	<b>Years' Experience</b>
Contract Manager			
Site Agent			
Foreman			

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

SIGNATURE: ..... DATE: .....

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

**CURRICULUM VITAE OF KEY PERSONNEL**

**CONTRACTS MANAGER**

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

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

**Certification:**

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

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

.....  
DATE

**CURRICULUM VITAE OF KEY PERSONNEL**

**CONTRACTS SITE AGENT**

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

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

**Certification:**

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

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

.....  
DATE



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

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

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....





**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1H: ESTIMATED MONTHLY CASH-FLOW**

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

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

<b>MONTH</b>	<b>VALUE</b>
1	
2	
3	
4	
5	
6	
<b>TOTAL</b>	

Signed .....

Date

Name .....

Position

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1I: SCHEDULE OF PROPOSED SUBCONTRACTORS (Pre-qualification)**

The tenderer must **sub-contract a minimum of 30% of the contract value** to EMEs or QSEs which are atleast 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](http://www.ndz.gov.za)). Subcontract is not limited to one service provider.

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

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

**NB: Tender must include the following information for proposed Subcontractors**  
CSD report, CIDB certificate or CIRS number and tax compliance status form

No	Name and Address of Proposed Subcontractor	NATURE AND EXTENT OF WORK	ESTIMATED AMOUNT TO BE SUBCONTRACTED
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed .....

Date

Name .....

Position

Tenderer .....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1J: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or Item	Proposal

Signed .....

Date .....

Name .....

Position .....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1K: DECLARATION OF INTEREST**

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1L: PREFERENTIAL POINTS**

**MBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

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

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



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

## 2. GENERAL DEFINITIONS

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



**8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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**9. COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

District Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

**(LOCAL MUNICIPALITY ACCOUNT) \*RATES, REFUSE, ELECTRICITY ACCOUNTS**

Local Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

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

.....

**12 Consortium / Joint Venture**

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

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

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

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

- 3. ....
- 4. ....

.....  
Signature(s) of bidders

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N° PWBS-B027/22/23

#### SCHEDULE 1M: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

##### MBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

- x imported content  
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

#### 1.7. A bid will be disqualified if:

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

#### 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Clothing and Textile	100%
2.3.2(b) Supply&Establish Soccer Post (Steel)	100%
L.3.5 25Mpa Concrete (Cement)	100%
Ref 245 Mesh (Steel)	100%
L.3.6 Supply & Erect Netball Poles (Steel)	100%
L.3.7 Supply & Erect Volleyball Poles (Steel)	100%
L.3.8 Supply & Erect Basket Ball Poles (Steel)	100%
L.44 Supply & install Secury Gate (Steel)	100%
47 Supply & Down pipes (PVC Products)	100%
L.48 Plastic Tank	100%
L.51 Fix Fence (fence, Steel Post, Straining wire Razor wire) (Steel)	100%
L.52 Corner Post (Steel)	100%
L.53 Supply and install Steel Gate (Steel)	100%
L.73 Concrete Foundations (Cement)	100%
Ref.245 mesh (Steel)	100%

4. Does any portion of the services, works or goods offered have any imported content? **YES / NO**
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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



Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....  
**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1N: TENDERER'S FINANCIAL STANDING**

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

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

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

Name of ..... of ..... account holder:

Name of Bank: .....

Branch: .....

Account number: .....

Type of account: .....

Telephone number: .....

Facsimile number: .....

Name of contact person (at bank): .....

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

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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 10: MUNICIPAL ACCOUNT**

**MUNICIPAL ACCOUNT/ RATES SETTLEMENT**

**BIDDERS WITHIN DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA**

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

**NAME OF BIDDER:** \_\_\_\_\_

**DATE** : \_\_\_\_/\_\_\_\_/2022

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

**NAME OF BIDDER:** \_\_\_\_\_

**DATE** : \_\_\_\_/\_\_\_\_/2022

**BIDDERS OUTSIDE DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA**

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

**NAME OF BIDDER:** \_\_\_\_\_

**DATE** : \_\_\_\_/\_\_\_\_/2022

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

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

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

**NAME OF BIDDER:** \_\_\_\_\_

**DATE** : \_\_\_\_/\_\_\_\_/2022

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

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

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p><b>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b></p> <p>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p><b>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p><b>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p><b>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

TENDER N<sup>o</sup> PWBS-B027/22/23

**SCHEDULE 1Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1R: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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

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

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

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

\* Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

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



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 1T: CERTIFICATE FOR MUNICIPAL SERVICES**

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

**Tender Number:** \_\_\_\_\_

**Name of the Tenderer:** \_\_\_\_\_

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

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

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

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

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

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

\_\_\_\_\_  
Signature

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2014

**Please note:**

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 2A: DETAILS IF REGISTRATION WITH CIDB**

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

**DETAILS OF REGISTRATION WITH CIDB**

**PRIMARY CONTRACTOR OR LEAD JOINT VENTURE PARTNER (WHERE APPLICABLE)**

Contractors Name: .....

Contractors CIDB Registration Number: .....

Contractors CIDB Registration Classifications: .....

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

Contractors Name: .....

Contractors CIDB Registration Number: .....

Contractors CIDB Registration Classifications: .....

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

Contractors Name: .....

Contractors CIDB Registration Number: .....

Contractors CIDB Registration Classifications: .....

**Note: This information will be checked on the CIDB Website**

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

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

THE CERTIFIED COPIES OF ID MUST BE INSERTED HERE.



DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

TENDER N° PWBS-B027/22/23

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

**IMPORTANT NOTES:**

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

**"Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit and original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS
2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to SARS** where the tenderer is registered for income tax purpose. SARS will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for one year from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as in integral part of the tender.**

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

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

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

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



**TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN**

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

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MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 2E: JOINT VENTURE AGREEMENT, IF APPLICABLE**

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 2F: PROOF OF REGISTRATION WITH CENTRAL SUPPLIERS DATA BASE  
(CSD)**

The Tenderer must attach hereto proof of registration with CSD

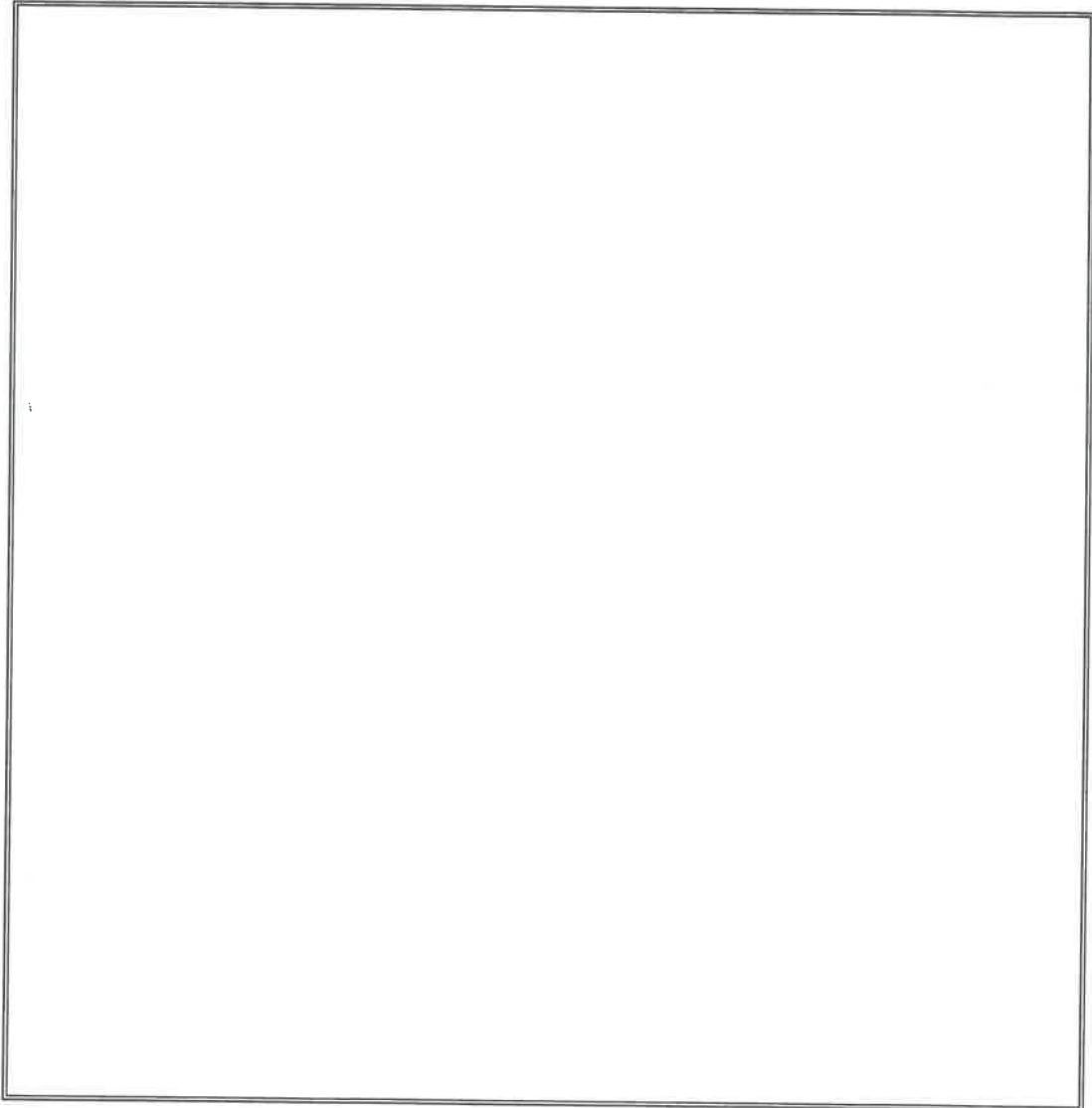
**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

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

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

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



Signature of Tenderer: ..... Date: .....





**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 2I: CERTIFIED COPY OF LATEST MUNICIPAL ACCOUNTS STATEMENT**

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 2K: Certified Certificate B-BBEE STATUS LEVEL**

**B-BBEE CERTIFICATE**

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

<b>SCHEDULE 3B: CONTRACTOR'S HEALTH AND SAFETY DECLARATION</b>
--

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

Tenderers shall answer the questions below:

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

(Tick)

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

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

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

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

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

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

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

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

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

(Tick)

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

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

1. .... ID NO: .....

(Name in Print):.....

2. .... ID NO: .....

**(Name in Print):** .....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
 MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15  
 TENDER N° PWBS-BO27/22/23**

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

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

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

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

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

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	
.....	
.....	
.....	

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

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

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

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



**2. ACCEPTANCE**

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

The terms of the contract are contained in

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

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

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

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

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

<sup>1</sup> As an alternative the following wording may be used :

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

**3. SCHEDULE OF DEVIATIONS**

**Notes:**

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

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

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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C1.2 : CONFIRMATION OF RECEIPT**

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

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

at .....(place)

**For the Contractor:**

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name.....

Date



Clause	Description
	with the Project Steering Committee. Any consent to be granted by the Engineer only.  <b>Contractor's default in Payment to Labourers and Employees:</b>  Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene. The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.  <b>Provision of Hand tools:</b>  The Contractor shall throughout the project duration, provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions"
5.3	The Contractor shall commence executing the Works within 14 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.
5.3.1	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>• Proof, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> </ul> Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.5.1	The Works shall be completed within <b>4 months</b> .
5.6.1	The Contractor shall deliver his programme of work within 7 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.
5.8.1	The non-working Days are Saturday and Sundays The special non-working Days are: <ul style="list-style-type: none"> <li>- Statutory public holidays; and</li> <li>- All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</li> </ul>
5.13.1	The penalty for failing to complete the Works is <b>R5 000 per day</b> of the contract value per Calendar date <ul style="list-style-type: none"> <li>• Removal of plant from site without engineers written consent – <b>R 2 000 per calendar day.</b></li> <li>• Late payment of local labour by 30 days from date of payment – <b>R 2 000 per calendar day</b></li> </ul> The Contractor shall be liable to the Engineer for a sum of R2000 as a penalty for every working day that the engineer is employed on this project between due completion date and practical completion
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of



Clause	Description
	Practical Completion
6.2	<p>The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.4.</p> <p>The liability of the Guarantee shall be for 7.5% of the Tender Price (inclusive of Vat) up to the issue of the certificate of completion.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges for work executed on a day-work basis is :</p> <ul style="list-style-type: none"> <li>• 60% of the gross remuneration of workmen and foremen actually engaged in the daywork;</li> <li>• 15% on the net cost of materials actually used</li> </ul> <p>No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.</p>
6.8.2	No escalation shall be applied for this Contract
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed. Refer Contract Data (Part 2).
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.3	There is no limit to the retention.
7.8.1	The Defects Liability Period is 6 months measured from the date of the Certificate of Completion.
8.6.1	Insurance to be effected by Contractor
8.6.1.3	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.
8.6.1.3	<p>The limit of indemnity for liability insurance is as per schedule below for any single liability claim. Liability insurance shall include spread of fire risk.</p> <p>Contract Price.....The Amount of First Loss</p> <p>Not exceeding R100 000-00.....R 5 000-00</p> <p>Exceeding R100 000-01 but not exceeding R500 000-00.....R10 000-00</p> <p>Exceeding R500 000-01 but not exceeding R1 000 000-00 .....R20 000-00</p> <p>Exceeding R1 000 000-01 but not exceeding R2 000 000-00 ..... R30 000-00</p> <p>Exceeding R2 000 000-01 but not exceeding R4 000 000-00 ..... R40 000-00</p> <p>Exceeding R4 000 000-01 ..... R50 000-00</p> <p>The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Sub-Clause 38(1)(a)(i) cannot take place without prior approval of the Employer.</p> <p>Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:</p> <p>(a) Third party Insurance (Public Liability)</p>

Clause	Description
	<p>i) Minimum amount of any one occurrence, unlimited as to the number of occurrences for the period of the contract, inclusive of the maintenance period..... R1 000 000</p> <p>ii) Consequential loss to be covered by the policy.....Yes</p> <p>iii) Liability section of the policy to be extended to cover blasting.....Yes</p> <p>iv) Maximum excess per claim or series of claims arising out of any one occurrence.....R20 000</p> <p>(b) Principal's own surrounding Property Insurance</p> <p>i) Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property.....R500 000</p> <p>ii) Maximum first excess.....R10 000</p> <p>(c) Insurance of Materials Supplied by Council The approximated current value of materials (including VAT) to be supplied to the Contractor by the Council.....R Nil</p> <p>(d) Insurance of Works</p> <p>i) Cover Required: ..... Contract Price</p> <p>ii) Maximum excess required ..... R 25 000</p> <p>iii) Minimum amount for additional removal of debris (no damage)..... R Nil</p> <p>iv) Minimum amount for temporary storage of materials off site, excluding Contractor's own premises. .... R Nil</p> <p>v) Minimum amount for transit of materials to site..... R Nil</p> <p>vi)SASRIA (Riot) Certificate to be issued in joint names of Council and Contractor for the full value of the works (including VAT). Yes</p>
8.6.4	Delete Clause 8.6.4
8.6.5	The insurance referred to in Clause 35.1 is to be effected with a company registered in South Africa



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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C1.3 : CONTRACT DATA (PART 2)**

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description												
1.1.8	The name of the Contractor is ..... ..... <i>[Enter the Legal name of the Contractor].</i>												
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) : ..... Address (Physical) : ..... ..... .....												
6.3	Selection of Sub Contractors The Tenderer shall list below the Subcontractors whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract.  Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors. Should any of or all of the specialist Subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor not listed below being approved by the Employer.  Schedule of Specialist Subcontractors Specialised Item                      Name and Details of Specialist Subcontractors												
6.3	The variation in cost of special materials is :  <table border="0" style="width:100%"> <thead> <tr> <th align="left">Type of Material</th> <th align="left">Unit</th> <th align="left">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....	.....	.....	.....
Type of Material	Unit	Rate or Price											
.....	.....	.....											
.....	.....	.....											
.....	.....	.....											

Signed on behalf of Tenderer: .....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C1.4 : FORM OF GUARANTEE**

Tender No. PWBS-B027/22/23

WHEREAS

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

.....

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

for the construction of .....

at .....

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

AND WHEREAS

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

NOW THEREFORE WE,

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

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at  
on this .....day of .....20

As witnesses:

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

Address

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C1.5 : ADJUDICATOR'S AGREEMENT**

This agreement is made on the .....day of ..... between:

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

of .....

..... (address)

and..... (name of

company/organisation)

of .....

..... (address) .....

(the Parties) and.....

..... (name)

.....

of .....

.....

.....

..... (address)

.....

(the Adjudicator).

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

and known as

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the

CIBD Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has

been requested to act.

*\* Delete as necessary*

**IT IS NOW AGREED** as follows:

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

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

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

**Contract Data**

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



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT  
MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

<b>C1.6 : HEALTH AND SAFETY AGREEMENT</b>
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AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY**  
(hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
in his capacity as: .....

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

.....  
in his capacity as: .....  
duly authorised to sign on behalf of the Contractor.

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

Tender No: .....  
for the construction, completion and maintenance of the works;

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

**NOW THEREFORE** the parties agree as follows:

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



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

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C1.7: TRANSFER OF RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

**Witnessed by:** ..... **Date:** .....

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C1.8 : RETENTION MONEY GUARANTEE**

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

**Contract No:** .....  
(Contract title) .....

The guarantee is issued on behalf of .....

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

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

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

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

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

GUARANTOR: .....

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**PART C2 : PRICING DATA**

**C2.1 Pricing Instructions**

**C2.2 Bill of Quantities**

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**  
**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C2.1 : PRICING INSTRUCTIONS**

**PREAMBLE TO THE BILL OF QUANTITIES**

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

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

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



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

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

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C2.2 : BILL OF QUANTITIES**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**  
**PWBS-B027/22/23 WARD 5**

ESTABLISHMENT - PRELIMINARY AND GENERAL					
Item No	Description	Unit	Total to Date	Rate (R)	Amount R
1,0	SECTION 1: PRELIMINARY AND GENERAL				
1,1	GENERAL				
1.1.1	Fixed and Value Related Items				
1.1.1.1	Contractual Requirements	Sum	1		
1.1.1.2	Establishment of Facilities on Site				
1.1.1.3	c) Name Board	No.	1		
1.1.1.4	Facilities for Contractor				
1.1.1.5	a) Offices and Storage Sheds	Sum	1		
1.1.1.6	e) Ablution and Latrine Facilities	No.	2		
1.1.1.7	f) Tools and Equipment	Sum	1		
1.1.1.8	g) Water Supplies, Electricity and Communication	Sum	1		
1.1.1.9	h) Dealing with Water on Site	Sum	1		
1.1.1.10	Other Fixed Charge - Obligations	Sum.	1		
1.1.1.11	Removal of Site Camp	Sum	1		
1.1.1.12	Compliance with OHS Act	Sum	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ESTABLISHMENT - PRELIMINARY AND GENERAL					
Item No	Description	Unit	Qty	Rate (R)	Amount R
1.1.2	SCHEDULED TIME - RELATED ITEMS				
1.1.2.1	Contractual Requirements	Months	4		
1.1.2.2	c) Name Board	Months	4		
	Facilities for Contractor				
1.1.2.3	a) Offices and Storage Sheds	Months	4		
1.1.2.4	e) Ablution and Latrine Facilities	Months	4		
1.1.2.5	f) Tools and Equipment	Months	4		
1.1.2.6	g) Water Supplies, Electricity and Communication	Months	4		
1.1.2.7	h) Dealing with Water on Site	Months	4		
1.1.2.8	Supervision for Duration of Contract	Months	4		
1.1.3	OTHERS				
1.1.3.1	Survey for setting out to engineers' instruction	P. Sum	1	30 000.00	30 000.00
1.1.3.2	Contractor's Handling Cost and Profit i.t.o. Item 1.1.3.1	%		30 000.00	
1.1.3.3	Maintaining Requirements of the OHS Act	Months	4		
1.1.3.4	Community Liaison Officer	P. Sum	1	25 000.00	25 000.00
1.1.3.5	Contractor's Handling Cost and Profit i.t.o. Item 1.1.3.4	%		25 000.00	
1.1.3.6	Environmental Control Officer	P. Sum	1	60 000.00	60 000.00
1.1.3.7	Contractor's Handling Cost and Profit i.t.o. Item 1.1.3.6	%		60 000.00	
1.1.3.8	ISD Officer	P. Sum	1	60 000.00	60 500.00
1.1.3.9	Contractor's Handling Cost and Profit i.t.o. Item 1.1.3.8	%		60 000.00	
1.1.3.10	Learnership (Student / Gradaute @ R7000.00/mth	P.Sum	1		
1.1.3.11	Personal Protective Clothing and Equipment	P.Sum	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

SOCCERFIELD					
Item No	Description	Unit	Qty	Rate (R)	Amount R
2,0	SECTION 2: SOCCER FIELD				
2,1	SITE CLEARANCE				
2.1.1	Soccer Field - Clear and grub Existing Grass	m2	10000		
2,2	EARTHWORKS				
2.2.1	Excavate and level soccer field to design levels	m2	10000		
2,3	GRASSING AND OTHER VEGETATION COVER				
L2.3.1	Supply and Lay Instant Cynodon Transvaalenis (Gulf Green) Grass Sods 100mm (instant Lawn) at 100% coverage, including fertilizing, watering, and application of fertilizer immediately after planting	m2	10000		
L2.2.6	Maintain Sportsfield for period of 3 months as from the first date of handover of the project. Rate is to include watering of the newly planted grass surface every alternate day, cutting and trimming of the grass, applying additional fertilizer, filling in of any depressions, removing and replacing dead sods and general maintenance of the grassed area as directed by the Engineer.	months	3		
2,3	<u>MISCELLANEOUS</u>				
L2.3.1	a) Mark soccer field with lime	Sum	1		
2.3.2	b) Supply and establish 1 set of movable soccer post	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

COMBINATION COURT					
Item No	Description	Unit	Qty	Rate (R)	Amount R
3,0	SECTION 3: COMBINATION COURT				
L3.1	a) Clear and grub site	m2	1000		
L3.2	b) Excavate and level platform to required fall including compaction of the platform to 96% Mod AASHTO	m2	1000		
L3.3	Supply and Lay concrete Fig 5 kerbing including all excavation, bedding, haunching, laying and jointing	m	120		
L3.4	Suppl, lay 100mm G2 crusher run compacted to 98% Mod AASHTO Density	m3	100		
L3.5	Mix and lay 100mm 25Mpa concrete with Ref 245 mesh	m3	100		
L3.6	Supply and Erect Netball poles with rings, nets, backboard and establishment of anchor sleeves	No	2		
L3.7	Supply and Erect Volleyball poles with nets and establishment of anchor sleeves	No	2		
L3.8	Supply and Erect Basketball poles with nets and establishment of anchor sleeves	No	2		
TOTAL CARRIED FORWARD TO SUMMARY					

PUBLIC TOILETS					
Item No	Description	Unit	Qty	Rate (R)	Amount R
4.0	SECTION 4: PUBLIC TOILETS				
L4.1	Repair existing roof, replace missing and damaged sheeting, barge boards, fix leaks, all inclusive	L.S	1		
L4.2	Replace missing window panes (600mm x 600mm), service latches and hinges	No.	6		
L4.3	Supply and install Standard Alpha Hollow Core Doors with tempered hardboard covering both sides for internal use (Single Doors 210mm x 813mm). Rate to include for applying one coat primer and two coats gloss enamel paint, all hinges and bolts	No.	6		
L4.4	Supply and Install Security Gates to Fit Entrance Openings	No.	2		
L4.5	One coat plaster primer and two coats internal quality PVA emulsion paint on internal walls	m2	160		
L4.6	One coat plaster primer and two coats external quality PVA emulsion paint on internal walls	m2	160		
L4.7	Replace existing gutters and downpipes with new gutters and downpipes and connect to JoJo tanks	No.	2		
L4.8	Supply and install 2No. 2500L JoJo Tanks on concrete plinth	No.	2		
L4.9	Construct 100mm concrete apron slab 1.0m wide around ablutions using 20mPa concrete with Ref 245 mesh,	m3	10		
L4.10	Clear and grub around the abluions	L.Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

FENCING					
Item No	Description	Unit	Qty	Rate (R)	Amount R
5,0	SECTION 5: FENCING				
L5.1	Repair existing Bonnox Fence including replacing missing damaged steel posts, straining wires and razor wire	m	650		
L5.2	Place damaged missing 100mm steel posts, standards	No	30		
L5.3	Supply and Install Steel Vehicle Palisade Gates	No.	1		
L5.4	Supply and Install Steel Pedestrian Palisade Gates	No.	2		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



PARKING AREA					
Item No	Description	Unit	Qty	Rate (R)	Amount R
6,0	SECTION 6: PARKING AREA				
L6.1	Clear and Grub Site	m2	1700		
L6.2	Excavate and level parking area platform	m3	800		
L6.3	Excavate trenches for Fig. 6 Kerbs	m3	50		
L6.4	Construct Foundation 150mm thick x 200mm wide - 25Mpa	m3	30		
L6.5	Supply and install Fig. 6 Kerb – Combination Court	m	120		
L6.6	Supply and install Fig. 6 Kerb – Parking Area	m	300		
L6.7	Import and Process G7 quality gravel from approved	m3	300		
6.8	Allow Provisional Sum for reinstating other eroded areas around the soccer field and landscaping including topsoiling, grassing and	P.Sum	1	R 150 000.00	R 150 000.00
6.9	Obverhaul of gravel material	m3.km	4500		
TOTAL CARRIED FORWARD TO SUMMARY					

LOFFELSTEIN RETAINING WALL					
Item No	Description	Unit	Qty	Rate (R)	Amount R
7.0	SECTION 8: LOFFELSTEIN RETAINING WALL				
L7.1	Clear and Grub Site	m2	100		
L7.2	Excavate for foundations	m3	100		
L7.3	Construct foundations 1.0m wide x 0.3m deep, Ref 245 using 30mPa concrete	m3	50		
L7.4	Supply and install L500 Loffelstrein interlocking blocks inclusive of geofabric, subsoil drain etc. to complete the installation	m2	220		
L7.5	Backfill behind retaining wall using excavated material	m3	250		
7.6	Overhaul of backfill material	m3.km	4500		
L7.7	Construct stairs using LG Green ST101 precast concrete blocks inclusive of excavations and shaping of steps, hand railing on both sides	m2	15		
TOTAL CARRIED FORWARD TO SUMMARY					

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**  
PWBS-B027/22/23 WARD 15

SUMMARY OF SECTIONS

Section	Description	Amount (Rand)
1	PRELIMINARY AND GENERAL	.....
1	SCHEDULED TIME RELATED ITEMS	.....
2	SOCCER FIELD	.....
3	COMBINATION COURT	.....
4	PUBLIC TOILETS	.....
5	FENCING	.....
6	PARKING	.....
7	LOFFELSTEIN WALL	.....
	SUBTOTAL	.....
1	CONTINGENCIES (10%)	.....
	SUBTOTAL	.....
2	VAT (15%)	.....
TOTAL CARRIED FORWARD TO FORM OF OFFER		.....

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**PART C3 : SCOPE OF WORK**

**C3.1 Description of the Works**

**C3.2 Engineering**

**C3.3 Procurement**

**C3.4 Construction**

**C3.5 Management**

**C3.6 Particular Specification**

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N° PWBS-B027/22/23

#### C3.1 : DESCRIPTION OF THE WORKS

##### C3.1.1 EMPLOYER'S OBJECTIVES

The Employer requires the following: -

- Clearing and levelling existing soccer field;
- Re-grass existing soccer field;
- Renovate existing ablutions;
- Construct new combination court;
- Construct new gravel parking and access;
- Repair existing Bonnox fence, install new pedestrian gates and vehicular gate;
- Extend existing Loffelstein retaining wall, construct stairs

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

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

##### C3.1.2 OVERVIEW OF THE WORKS

The contract comprises the upgrading of an existing sports field and construction of a new combination court and gravel parking and access.

Protection and relocation of existing services on the sports field site will need to be carried out.

##### C3.1.3 EXTENT OF THE WORKS

Work included in this contract involves the following:

- Clearing and levelling existing soccer field;
- Regrassing of soccer field using Cynodon Transvaalenis minimum 100mm thick ;
- Renovate existing ablutions (install new window panes and doors, install new security gates; repair the roof and ceiling; painting);
- Repair existing Bonnox Fence and install new pedestrian gates and vehicular gate;
- Construct new combination court, access road and gravel parking area;
- Extend existing Loffelstein retaining wall;
- Construct new stairs

Existing Services

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

Accommodation of traffic / pedestrians

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

As-built surveys

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

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

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

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

RECOMMENDED BY:

  
Mr. S.V. MNGADI  
SENIOR MANAGER: PWBS

APPROVED BY:

  
MR.N.C. VEZI  
MUNICIPAL MANAGER

**C3.1.4 LOCATION OF WORKS**

The site is situated in WARD 15

Refer to C4.1 for a Locality Plan.

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C3.2 : ENGINEERING**

**C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX**

**Works designed by, per design stage:**

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

**C3.2.2 DRAWINGS**

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

<b>Drawing Number</b>	<b>Drawing Description</b>
MSF1216-01-001-LYT-A-00	GENERAL LAYOUT PLAN
MSF1216-01-002-DET-A-00	COMBINATION COURT DETAILS



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**C3.3 : PROCUREMENT**

**C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

**C3.3.1.1 Requirements**

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

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

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N° PWBS-B027/22/23

#### **C3.4 : CONSTRUCTION**

##### **STANDARD SPECIFICATIONS**

#### **C3.4.1 Standard Specifications**

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

- SANS 1200 Standardized Specification For Civil Engineering Construction
- TRH14 (1985) Guidelines for Road Construction Materials
- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914 - 1 to 6 (2002): Targeted Construction Procurement
- SANS 1921 - 1 (2004): Construction and Management Requirements for Works Contracts

#### **STATUS**

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

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

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

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

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

#### **PART A: GENERAL**

##### **PS-1 GENERAL DESCRIPTION OF THE PROJECT**

Makawusane Sportsfield Phase 2:- Clearing of existing soccer field, levelling of soccer field and re-grassing; renovating existing ablutions; construction of a new combination court; construction of new parking area and gravel access to the sportsfield; repair existing Bonnox Fence.

##### **PS-2 DESCRIPTION OF THE WORK**

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

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

## **2.1 Location of the project**

Refer to C3.1.4 Location of Works above.

## **2.2 The Site**

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

## **2.3 Access to the Site**

Access to the road is from the R612.

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

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

## **2.4 Nature of the work**

The nature of the work included in this Contract is re-grassing an existing soccer field; renovating an existing ablution; repairing existing Bonnox Fence; construction of a new combination court and gravel parking area with gravel access. The work is to be undertaken by Contractors with the necessary expertise, resources and previous experience of constructing civil engineering works of a similar nature and order.

Labour-intensive construction methods shall be used wherever possible but especially in areas where the work can be set out in tasks. Work such as: -

- Excavation and backfilling of trenches;
- Concrete works;
- Grassing;
- Building renovations;
- Compaction of insitu and imported layerworks;
- Kerbing;
- Repairs to existing Bonnox fences
- Construction of the Loffelstein Wall

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

## **2.5 Detailed description of the project**

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

## **2.6 Areas for Stockpiling or Spoiling of Material**

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

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

## **2.7 Liaison with Community Leaders**

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

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

## **2.8 Materials Information**

No geotechnical information is required pertaining to scope of works to be carried out under Phase 2. For the purposes of pricing excavations, soft excavation using hand held tools and a TLB is expected.

## **2.9 Proposed Training and Construction Programme**

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

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

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

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

- (a) All work is to be completed within Three (3) months, inclusive of any number of 'Construction Industry Holidays' in December and January which may occur, and all 'Special non-working days'.
- (b) Allowance must be made for expected delays due to normal rainy weather as defined in PS 2.10.
- (c) Allowance must be made for 'Special non-working days' as described in C1.2: Contract Data Provided by the Employer.
- (d) Allowance for any time required for accommodation of vehicular or pedestrian traffic to comply with the stated requirements in terms of maintaining access

## 2.10 Climate

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

## 2.11 Minimum Local Resources Target

### 1. Labour

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

### 2. Materials

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

### 3. Penalties

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

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

#### 2.11.1 Labour

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

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

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

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

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

## 2.12 Existing Services

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

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

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

## 2.13 Security

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

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

## PS-3 ENVIRONMENTAL IMPACT CONTROL

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

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance over the full extent of the construction work, for the duration of the Contract.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation in the construction area and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer, all at the cost of the Contractor.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.



- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed, authorised disposal facilities.
- (g) Control of invader species of plants.
- (h) Clearing shall be limited to sports field area and under the relevant site clearance items in the bill of quantities

#### **PS-4 CONTRACTOR'S CAMP SITE**

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

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

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

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

#### **PS-5 FACILITIES FOR THE ENGINEER**

No special facilities are required for the Engineer.

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

#### **PS-6 POWER SUPPLY AND OTHER SERVICES**

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

#### **PS-8 RECORD DRAWINGS**

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

## **PS-10 PROTECTION OF PRIVATE PROPERTY**

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

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

The contractor shall nominate a safety representative who shall be available at all times to deal with incidents or problems on the site, whether caused by the contractors works or not. The contact details of the representative shall be provided to the Employer, Engineer, local traffic / policing authorities and local community representatives. This requirement shall also apply should the contract extend across any site closure periods.

## **PS-11 COMMUNICATIONS EQUIPMENT**

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

## **PS-12 DEALING WITH WATER**

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

## **C3.2: PROJECT SPECIFICATIONS**

### **PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

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

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

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

### **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities**

#### **B1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

*Add the following new item:*



Number	Item Description	Unit
<b>PS B13.02</b>	<b>Occupational Health and Safety Act and Construction Obligations</b>	
	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum
	(b) Submission of the Health & Safety File to the Employer complete, and to the satisfaction of the Employer	Lump Sum
	(c) Time-related obligations for the updating and mending the risk assessments, the safe work procedures, the project H&S file and the H&S plan, and for full compliance with all H&S matters during construction of the works under the contract.	month

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

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

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

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

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

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

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

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

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

## SECTION B1800: DAYWORKS

### CONTENTS

B1801	SCOPE
B1802	GENERAL REQUIREMENTS
B1803	MEASUREMENT AND PAYMENT

#### **B1801 SCOPE**

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

#### **B1802 GENERAL REQUIREMENTS**

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

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

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

#### **B1803 MEASUREMENT AND PAYMENT**

Item	Unit
------	------

##### **B18.01 Vehicles, plant and equipment:**

(a) (As specified) ..... hour (hr)

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

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

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

paid for as working time. Non-working hours for any reason shall not be measured for payment.

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

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

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

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

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

# DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS

## MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15

### TENDER N° PWBS-B027/22/23

#### C3.5 : MANAGEMENT

##### C3.5.1 MANAGEMENT OF THE WORKS

##### C3.5.1.1 Applicable SANS standards

The applicable SANS standards take precedent over any other specifications in this document.

##### C3.5.1.2 Particular / Generic specifications

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

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

##### C3.5.1.3 Planning and programming

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

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

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

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

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

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

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

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

#### **C3.5.1.4 Methods and procedures**

##### **C3.5.1.4.1 Maintenance of accesses and streets**

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

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

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

##### **C3.5.1.4.2 Blasting operation**

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

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

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

##### **C3.5.1.4.3 Normal working hours**

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

##### **C3.5.1.4.4 Interference with Municipal staff and operations**

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

##### **C3.5.1.4.5 Access for other Contractors**

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

#### **C3.5.1.4.6 Giving notice of work to be covered up**

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

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

#### **C3.5.1.4.7 Cost of test specimens and tests**

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

#### **C3.5.1.5 Sequence of the works**

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

#### **C3.5.1.6 Quality plans and control (Testing)**

Refer SANS 1200 A: General

#### **C3.5.1.7 Environmental Management Plan**

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

##### **C3.5.1.7.1 Demarcation of the site**

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

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

##### **C3.5.1.7.2 Construction camp**

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

### **C3.5.1.7.3 Fencing of the site**

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

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

### **C3.5.1.7.4 Workshops**

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

### **C3.5.1.7.5 Eating areas**

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

### **C3.5.1.7.6 Watchmen**

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

### **C3.5.1.7.7 Ablution facilities**

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

### **C3.5.1.7.8 Solid waste collection areas**

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



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

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

#### **C3.5.1.7.9 Wastewater**

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

#### **C3.5.1.7.10 Fuel storage areas**

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

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

#### **C3.5.1.7.11 Concrete batching area**

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

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

#### **C3.5.1.7.12 Equipment maintenance and storage**

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

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

#### **C3.5.1.7.13 Materials handling, use and storage**

~~The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits,~~



dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

#### **Hazardous Substances**

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

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

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

#### **Fuel (Petrol and Diesel) and Oil**

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

#### **C3.5.1.7.14 Emergency procedures**

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

##### **Fire**

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

##### **Accidental leaks and spillages**

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

#### **C3.5.1.7.15 Care of surrounding areas**

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

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall

immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

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

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

#### **C3.5.1.8 Format of communications**

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

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

#### **C3.5.1.9 Key personnel**

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

#### **C3.5.1.10 Management meeting**

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

#### **C3.5.1.11 Daily records**

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

#### **C3.5.1.12 Bonds and guarantees**

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

#### **C3.5.1.13 Payment certificates**

Payment on this contract will be made in accordance with Clause 49 of the General Conditions of Contract of 2015. The Contractor and the Engineer's Representative shall compile and agree on the quantity of work certified for payment and submit the payment certificate to the Engineer 3 days before the monthly site meeting. The Engineer will draw up the payment certificate to be certified at the monthly site meeting by the Engineer and the Employer. Payment certificates will only be certified at the site meeting if the Engineer and Employer are in agreement as to work certified, contractual obligations fulfilled by the contractor, etc. following a site inspection on the day of the site meeting. Payment certificates will be certified by the Engineer and Employer should there be an agreement as to the issues previous

mentioned or the payment certificate will be edited. All certified payment certificates will be dealt with as stipulated in clause 49.4: Employer's obligation to pay of the GCC 2004.

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

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

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

### **C3.5.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

#### **C3.5.2.1 Background**

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

#### **C3.5.2.2 Framework for an occupational health and safety plan**

##### **C3.5.2.2.1 Introduction**

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

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

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

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

##### **C3.5.2.2.2 OH&S plan at tender stage**

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

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

### **C3.5.2.3 Contents of an occupational health and safety plan**

#### **C3.5.2.3.1 Occupational Health and Safety Management Programme**

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

#### **C3.5.2.3.2 Communication and management of the work**

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
  - Regular liaison between parties on site.
  - Consultation with the workforce.
  - The exchange of design information between the Employer, designers, supervisors and contractors on site.
  - Handling design changes during the project.
  - Selection and control of contractors.
  - The exchange of Occupational Health and Safety information between all contractors.
  - Security.
  - Site induction and on site training.
  - Facilities and first-aid.
  - The reporting and investigation of accidents and incidents.
  - The production and approval of risk assessments and method statements.

- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

#### **C3.5.2.3.3 Arrangements for controlling significant site risks**

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

#### **C3.5.2.3.4 Safety risks**

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

#### **C3.5.2.3.5 Health risks**

- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.

- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

#### **C3.5.2.4 Special risks**

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

##### **C3.5.2.4.1 Working environment**

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

##### **C3.5.2.4.2 Installation work**

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

#### **C3.5.2.5 Preparation of an occupational health and safety operational reference file/manual**

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

##### **C3.5.2.5.1 The following are some of the requirements to be addressed**

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

##### **C3.5.2.5.2 Contents of an OH&S file/manual**

- OH&S Policy.
- Notice of new project.
- Site start-up.

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

### **C3.5.2.6 Notice of construction work**



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

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

**C3.5.2.6.1 Protection of the public**

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

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

**C3.5.3 SAFETY ON SITE**

**C3.5.3.1 Access to site by public**

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

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

**C3.5.3.2 Barricades and lighting**

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



**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS**

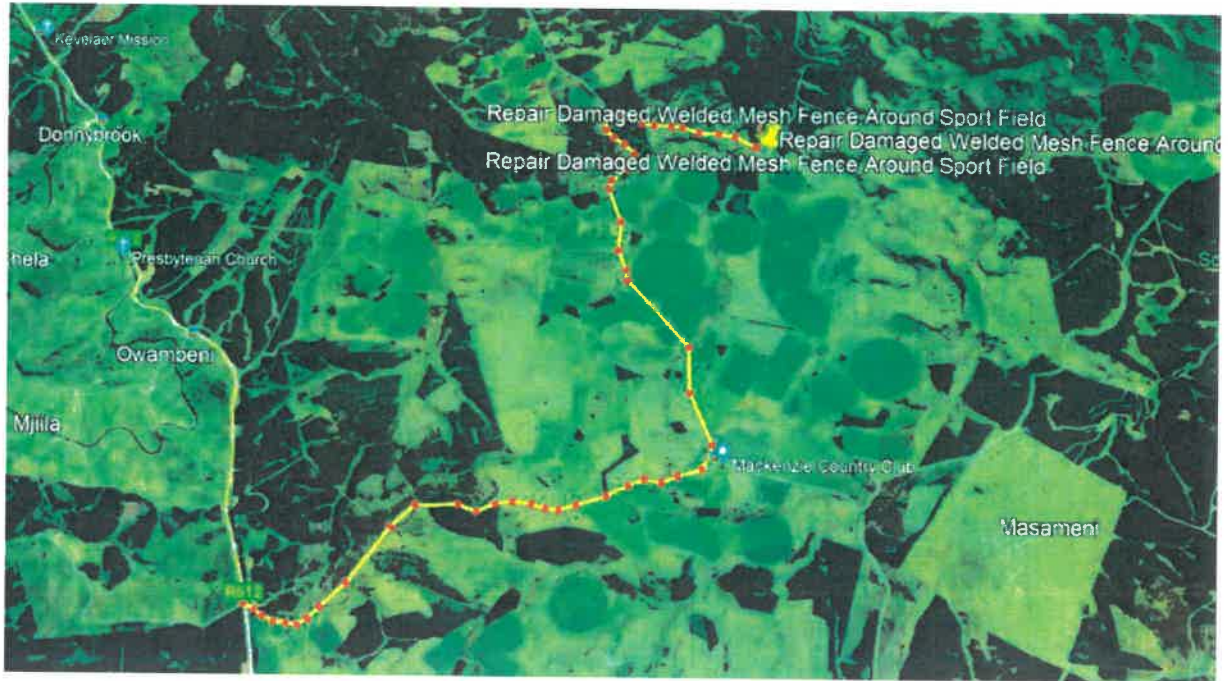
**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**PART C4 : SITE INFORMATION**

**C4.1      Locality Plan**

# WARD 15



Project Name	Coordinates
Makawusane Sport Field	29° 55.682'S / 29° 59.145'E

**DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECTS**

**MAKAWUSANE SPORTSFIELD PHASE 2: WARD 15**

**TENDER N° PWBS-B027/22/23**

**PART C5 : ANNEXURES**

**Annexure A          Drawings**

**Annexure B          Environmental Management Programme**

## **PART C5 ANNEXURE A**

### **DRAWINGS**

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

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

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

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

Tender drawings are issued separately and are listed hereunder:

<b>CIVIL DRAWINGS</b>	
<b>Drawing Number</b>	<b>Drawing Description</b>
MSF1261-01-001-LYT-A-00	MAKAWUSANE SPORTFIELD GENERAL LAYOUT PLAN
MSF1261-01-002-DET-A-00	MAKAWUSANE SPORTFIELD COMBINATION COURT DETAILS

**PART C5 ANNEXURE B**

**ENVIRONMENTAL MANAGEMENT PLAN**

Will be forwarded to successful contractor.

**PART C5 ANNEXURE C, D, E**

**LOCAL CONTENT**

### Annex C

SATS 1286.2011

#### Local Content Declaration - Summary Schedule

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

Pula  EU  GBP

**Note:** VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: \_\_\_\_\_

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

**Annex D**

SATS 1286.2011

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_

**Note: VAT to be excluded from all calculations**

EU R 9,00      GBP R 12,00

**A. Exempted imported content**

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

(D19) Total exempt imported value R 0

**This total must correspond with Annex C - C 21**

**B. Imported directly by the Tenderer**

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

(D32) Total imported value by tenderer R 0

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

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

(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments

Local value of payments

(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

R 0

**This total must correspond with Annex C - C 23**

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

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

**Note: VAT to be excluded from all calculations**

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

(E10)	<b>Manpower costs</b> (Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b> (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b> (Marketing, insurance, financing, interest etc.)	R 0
<b>(E13) Total local content</b>		R 0

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

\_\_\_\_\_

Date: \_\_\_\_\_