





**DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY**

**CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS  
PHASE 3 (THOMAS STREET)  
CONTRACT No. PWBS-: B026/22/23**

**CIDB CONTRACTOR GRADING  
4 CE OR HIGHER**

<b>COMPILED BY:</b>  FMA ENGINEERS (PTY) LTD 18 YORK ROAD GILLITTS 3610 Tel N <sup>o</sup> : +27 31 764 2763 Fax N <sup>o</sup> : +27 86 542 4084 Email: admin@fmaengineers.co.za	<b>ON BEHALF OF:</b>  DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY P O BOX 62 CREIGHTON 3263 Tel N <sup>o</sup> : +27 39 833 1038 Fax N <sup>o</sup> : +27 39 833 1179 Email: mngadis@ndz.gov.za
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**COMPULSORY SITE INSPECTION: 05 SEPTEMBER 2022**

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

**TENDER CLOSING DATE: 19 SEPTEMBER 2022 AT 12H00**



**CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)**

**CONTRACT No. PWBS:-B026/22/23**

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CONTRACT No. : PWBS-B026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

THE TENDER

## **THE TENDER**

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### T1: TENDERING PROCEDURES

#### T1.1: TENDER NOTICE AND INVITATION TO TENDER: No PWBS:- B026/22/23



#### BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the Projects 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 and – contracted a minimum of 30% to an EME or OSE which is at least 51% owned by black people who are: women or youth or with disability. List of SMMSE 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 at 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.	CIDB Grade	BRIEFING DATE AND TIME	CLOSING DATE AND TIME
CREIGHTON SPORTS CENTER PHASE 2 (CONSTRUCTION OF ARTIFICIAL TURF GRASS)	PWBS-B026/22/23	Grade 6 CE or Higher	05 <sup>th</sup> September 2022 @10h00	26 September 2022 @12h00
CONSTRUCTION OF HIMEVILLE ASPHALT ROAD PHASE 3 (THOMAS STREET)	PWBS-B026/22/23	Grade 4 CE or Higher	05 <sup>th</sup> September 2022@10h00	18 <sup>th</sup> September 2022@12h00

#### DOCUMENTS

Bid documents will be available at the Creighton Office from the 31<sup>st</sup> August 2022 during office hours until the 05<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 ARE TO BE SUBMITTED WITH THE BID

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidder and its directors do not owe municipal rates and services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CC)
- Certified copy of B-BBEE certificate or sworn affidavit
- Certified copies of IDs

- 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 Certificate

**CLOSING DATE**

Bid documents must be submitted in a sealed envelope clearly marked with the Bid number and closing date and dropped off in the tender box at the Dr. Nkomozana Dlamini Zuma Municipality Offices, Main street, Creighton by no later than time stipulated above. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer.

The Dr. Nkomozana 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:**

Project Name	Industry/sector/sub-sector	Minimum threshold for local content
CREIGHTON SPORTS CENTER PHASE 2 (CONSTRUCTION OF ARTIFICIAL TURF GRASS)	<ul style="list-style-type: none"> <li>• Steel value added products (Frames, goal post, Reinforcement and Steel Gate)</li> <li>• Cement products</li> <li>• PVC Product</li> <li>• Plastic Tanks</li> <li>• Pumps</li> <li>• Electricity (cables)                             <ul style="list-style-type: none"> <li>◦ Steel poles</li> </ul> </li> <li>• Clothing and Textile</li> </ul>	100% 100% 100% 100% 70-100% 90% 100% 100%
CONSTRUCTION OF HIMEVILLE ASPHALT ROAD PHASE 3 (THOMAS STREET)	Steel value added products (Gabions, Reinforcement and Road signs) Cement products Clothing and Textile	100% 100% 100%

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

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

**BID ENQUIRIES**

Procedure related enquiries: Miss N. HcIhwe  
 Technical Enquiries: Mr. S. V Mngadi or Mr. Z. Dlamini  
 Dr. Nkomozana Dlamini Zuma Municipality P O Box 62  
 Creighton 3263  
 Tel No: (039) 833 1038  
 Fax No: (039) 833 1179

  
 MR. N.C. VEE  
 MUNICIPAL MANAGER

ENTERED 26 AUG 2022

**T1.2: TENDER DATA**

**T1.2.1 Standard Conditions of Tender**

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

**T1.2.2 Variations to the Standard Conditions of Tender**

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

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

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

Clause Number	Description
<b>F.1</b>	<b>General</b>
F.1.1	Actions
	<i>Add the following to the end of Clause F.1.1:</i>
	The Employer is Dr Nkosazana Dlamini Zuma Local Municipality, represented by Mr. S. Mgadi
<b>F.1.2</b>	<b>Tender Documents</b>
	<i>Add the following to the end of Clause F.1.2:</i>
	The tender documents issued by the employer comprise the following:
	<b>THE TENDER</b>
	<b>T1: Tendering Procedures</b>
	T1.1 Tender Notice and Invitation to Tender
	T1.2 Tender Data
	<b>T2: Returnable Documents</b>
	T2.1 List of Returnable Documents
	T2.2 Returnable Schedules
	<b>THE CONTRACT</b>
	<b>C1: Agreements and Contract Data</b>
	C1.1 Form of Offer and Acceptance
	C1.2 Contract Data
	C1.3 Performance Guarantee
	C1.4 Retention Money Guarantee
	C1.5 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993
	C1.6 Functionality Criteria

	<p><b>C2: Pricing data</b>                  C2.1 Pricing Instructions                  C2.2 Schedule of Quantities</p> <p><b>C3: Scope of work</b>                  C3.1 Standard Specifications                  C3.2 Project Specifications                  C3.3 Particular Specifications</p> <p><b>C4: Site Information</b>                  C4.1 Locality Plan                  C4.2 Drawings</p> <p>Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable:</p> <ol style="list-style-type: none"> <li>1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.</li> <li>2. GCCC SERIES 2015 "General Conditions of Contract for Construction Works Agreement", Third Edition– 2015.</li> <li>3. The "COLTO Standard Specifications for Road and Bridge Works for State Road Authorities", 1998 edition.</li> <li>4. The "Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)".</li> <li>5. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2011).</li> </ol>
<b>F.1.4</b>	<p><b>Communication and the Employer's Agent</b>                  Add the following to the end of Clause F.1.4:</p> <p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.</p> <p>The Employer's Agent is:      <b>FMA ENGINEERS (PTY) LTD</b>                  Address:                              18 York Road                                                                   GILLITTS                                                                   3610                  Tel N<sup>o</sup>:                                    +27 (31) 764 2763                  Fax N<sup>o</sup>:                                    +27 (86) 542 4084                  Contact Person                        Hlosokuhle Fuyana                  Email:                                     admin@fmaengineers.co.za</p>
<b>F.2</b>	<b>Tenderer's Obligations</b>
<b>F.2.1</b>	<b>Eligibility</b>
<b>F.2.1.1</b>	<p>Add the following to the end of Clause F.2.1:                  Tenderers must satisfy the following criteria in order to be eligible to submit a tender:</p>



**A. Construction Industry Development Board (CIDB) Registration**

1. Be registered with the CIDB and reflect as "Active" at time of tender closing, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than 4CE OR HIGHER class of construction work.

**B. Joint Ventures are eligible to submit a tender offer provided that:**

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

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

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

**C. National Treasury Central Supplier Database Registration**

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

<p>In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.</p> <p>Tenderers who wish to register as service providers on the CSD can register online at <a href="https://secure.csd.gov.za/Account/Register">https://secure.csd.gov.za/Account/Register</a>.</p> <p><b>D. Attendance of Compulsory Site Briefing</b></p> <p>Tenderers must attend the compulsory site briefing and have Form A3 "Certificate of attendance of Site Inspection Meeting" signed by the Employers agent or his representative will be eligible to submit a tender offer.</p> <p><b>E. Labour Intensive Construction</b></p> <p>The tenderer must demonstrate that they have in their employment suitable qualified management and supervisory personnel with an NQF 5 from a CETA accredited training provider in labour intensive construction.</p> <p><b>F. Tenderer's Tax Clearance Matters</b></p> <p>The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</p>	<p>Only those tenderers who can demonstrate that:</p> <ol style="list-style-type: none"> <li>a. they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies; for supervisory and management staff during the validity of the contract, are eligible to submit tenders.</li> </ol> <p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <p><b>F.2.1.3</b></p> <ol style="list-style-type: none"> <li>a. Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.</li> <li>b. Liquid assets/ or credit facilities covering the expected expenditures for two full work months</li> <li>c. Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment</li> <li>d. The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract</li> </ol> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour-intensive works for all LI activities.</p>
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<b>Schedule of Labour Content</b>			
The minimum unskilled labour Content for this Project, i.e. the minimum job creation targets on the project shall be:			
F.2.1.4	<b>Total</b>	<b>Women</b>	<b>Youth</b>
Minimum Work Opportunities	10	7	3
Man Hours	10,080	7,056	3,027
Man Days	1,260	882	378
<b>F.2.7 Clarification Meeting</b>			
<i>Add the following to the end of Clause F.2.7:</i>			
The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.			
Add the following to the clause			
F2.8	Accept that <b>failure to request clarification</b> on tender documents, in at least 2 working days prior to the closing time stated in the tender data, it shall be deemed that all matters in the tender documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of tender documents submitted in less than 5 working days prior to the closing date.		
<b>F.2.10.3 Pricing the Tender Offer</b>			
<i>Delete the contents of Clause F.2.10.3 and replace with the following:</i>			
This tender is NOT subject to Contract Price Adjustment.			
<b>F.2.12 Alternative Tender Offers</b>			
<i>Delete the contents of Clause F.2.12 and replace with the following:</i>			
No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.			
<b>F.2.13 Submitting a tender offer</b>			
<i>Delete the contents of Clause F.2.13.2 and replace with the following:</i>			
"Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.			
F2.13.2	Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled "Supporting Documentation", and further labelled in accordance with F2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.		
Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink."			

<b>F.2.13.3</b>	<p><i>Add the following at the end of Clause F.2.13.3:</i></p> <p>Number of copies required is One (1) original and one (1) complete copy.</p> <p>Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer.</p> <p><i>Add the following after the first sentence of Clause F.2.13.4:</i></p>
<b>F.2.13.4</b>	<p>The tender shall be signed by a person duly authorised to do so.</p> <p><i>Add the following after the first sentence of Clause F.2.13.5:</i></p>
<b>F.2.13.5</b>	<p>The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:</p> <p><b>Location of Tender Box:</b> Dr Nkosazana Dlamini Zuma Local Municipality Offices</p> <p><b>Physical Address:</b> Main Street, CREIGHTON, 3263.</p> <p>The identification details which must be stated in the tender offer outer package are:</p> <p><b>Tender Number:</b> PWBS.-: B026/22/23</p> <p><b>Title of Tender:</b> CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS PHASE 3 (THOMAS STREET)</p>
<b>F.2.13.6</b>	<p><i>Delete the contents of Clause F.2.13.6 and replace with the following:</i></p>
<b>F.2.15</b>	<p>A two-envelope Procedure as described in Clause F.3.5 will not be followed.</p> <p><b>Closing Time</b></p>
<b>F.2.15.1</b>	<p><i>Add the following to the end of Clause F.2.15.1:</i></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
<b>F.2.16</b>	<p><b>Tender offer validity</b></p>
<b>F.2.16.1</b>	<p><i>Add the following to the end of Clause F.2.16.1:</i></p>
<b>F.2.16.2</b>	<p>The tender offer validity period is one hundred and twenty (120) days from the closing date.</p> <p><i>Add the following to the end of Clause F.2.16.2:</i></p> <p>The maximum extension on the tender offer validity period is 90 days.</p>
<b>F.2.17</b>	<p><b>Clarification of Tender Offer after Submission</b></p> <p><i>Add the following to the end of Clause F.2.17:</i></p>
<b>F.2.23</b>	<p>a. A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation.</p> <p>b. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p> <p>The tenderer is required to submit with his tender:</p>

		<b>COMPULSORY DOCUMENTS</b>	<b>TICK</b>
		a) Proof of registration with GSD- 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: 4CE or Higher	
		f) The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is at least 51% owned by black people who are: women or youth or with disability. List of SMME local database is available on the municipal website.(www.ndz.gov.za) ( NB: Tender must include the following information for proposed Subcontractors CSD report, CIDB certificate or CIRS number and tax compliance status form	
		<b>NB: Failure to submit the above documents your tender will be disqualified</b>	
		<b>DOCUMENTS TO BE SUBMITTED</b>	
		a) Certified Copies of CK Documents / Sole proprietary	<b>TICK</b>
		b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
		c) Certified copies of Identification documents of all members/directors of the entity	
		d) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit	
		e) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or -Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order Or Attach exemption letter from the relevant municipality. Or Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.	
		f) annexures D & E fully completed ( to be kept by service provider for 5years)	
<b>F.3</b>	<b>The employer's undertakings</b>		
<b>F.3.1</b>	<b>Respond to Requests from the Tenderer</b>		
	<i>Delete the contents of Clause F.3.1.1 and replace with the following:</i>		
<b>F.3.1.1</b>	The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.		

<b>F.3.4</b>	<b>Opening of Tender Submissions</b>
	<i>Add the following to the end of Clause F.3.4.1:</i>
F.3.4.1	The time and location for Public Opening of the tender offers received will be:  <b>Time:</b> 12h00 on 19 September 2022 <b>Location:</b> Dr Nkosazana Dlamini Zuma Local Municipality
F.3.4.2	<i>Delete the following Clause F.3.4.2:</i> "number of points claimed for its BBBEE status level"
<b>F.3.7</b>	<b>Grounds for rejection and disqualification</b>
	<i>Add the following to the end of Clause F.3.7:</i> Tenderers will be disqualified if any if:  a. Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. b. If the Tender has completed the Compulsory Enterprise Questionnaire and is considered by the Employer to have a conflict of interest, which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process. c. If the Tenderer has persons in the service of the state who are not permitted to submit tenders or to participate in the contract".
<b>F.3.8</b>	<b>Test for Responsiveness</b>
	<i>Add the following to the end of Clause F.3.8.2:</i> "Tenders will also be considered non-responsive if:  a. The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1 as amended. b. The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Form of Offer on pg. C1.1. c. If requested by the Employer during the tender evaluation process, the Tenderer has failed to clearly or submit any supporting documentation within the time for submission stated in the Employer's written request. d. The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. e. There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes);"
<b>F.3.11</b>	<b>Evaluation of tender offers</b>
F.3.11.1	General
	<i>Add the following to the end of Clause F.3.11.1:</i>  The Procedure for the evaluation of responsive tenders is Method 1: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of <u>60%</u> to qualify for further evaluation.
<b>F.3.11.7</b>	<b>Scoring Price</b>

	<i>Add the following to the end of Clause F.3.11.7:</i>
	For details of scoring price refer to Returnable Schedule A5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017.
F.3.11.8	<b>Scoring Preferences</b>
	<i>Add the following to the end of Clause F.3.11.8:</i>
	For details of scoring preference see Returnable Schedule A5: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017.
	<b>OBJECTIVE CRITERIA</b>
	The locality of supplier/ contractor will be verified using submitted rates clearance certificate and further verification will be done through DR NKOSAZANA DLAMINI ZUMA Municipality Local Economic Development office (LED).
	Formula for Calculation of Locality Premium
	$P = \frac{(A - B)}{A} \times 100$
	Where:
	P = Premium
	A = Lowest acceptable bidder (not local)
	B = Local acceptable bidder
	The municipality will pay a premium within the specified threshold in terms of the municipal SCM policy
F.3.11.9	<b>Scoring Functionality</b>
	<i>Replace this clause with the following:</i>
	The functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below.
	Points will be allocated only where the required supporting documentation has been submitted by the tenderer.
	<b>DETAILED BREAKDOWN OF FUNCTIONALITY POINTS</b>

The procedure for the evaluation of responsive tenders is Method 4 (Functionality, Price and Preferences) using the 80/20 Preferential Point System:

Stage 1: Scoring Quality (Functionality)

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

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

Points

1. Relevant Experience of Enterprise = 35
  2. Experience of Key Personnel = 40
  3. Availability of relevant plant and equipment = 25
- Total Points =100**

Key Aspect of Criterion	Basis for Points Allocation	Max Points	Verification Method
<b>Relevant Experience of the Contractor in Road Construction</b>	<b>3 x Completed Road</b> Upgrading 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>
	<b>2 x Completed Road</b> Upgrading 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>
	<b>1 x Completed Road</b> Upgrading Projects 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>	10	Certified copy of qualification to be attached with detailed CV
<b>Qualifications and CV's of Site Agent</b>	National Diploma in Civil Engineering or Project Management with 2 years' experience in Road Upgrading Projects	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 1 years' experience in Road Upgrading Projects	5	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering with 3 years' experience in Road Upgrading Projects	15	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 3 years' experience in Road Upgrading Projects	10	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering with 2 years' experience in Road Upgrading Projects	5	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering with 1 years' experience in Road Upgrading Projects	5	Certified copy of qualification to be attached with detailed CV



<b>Qualifications and CV's of Site Foreman</b>	Upgrading Projects 10 or more years of experience in Road Upgrading Projects	15	detailed CV Detailed CV to be attached with clear experience and reference
	6 -9 years of experience in Road Upgrading Projects	10	Detailed CV to be attached with clear experience and reference
	1 -5 years of experience in Road Upgrading Projects	5	Detailed CV to be attached with clear experience and reference
	<b>Availability of relevant plant and equipment (Resources)</b>	If the Bidder owns all the required construction plant and equipment for constructing the Asphalt Road (Tipper Truck, TLB, Grader or Excavator, Concrete mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook)	25
	If the Bidder owns some of the required construction plant and equipment and will hire the other required plant and equipment for constructing the Asphalt Road (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	
	If the will hire all the required construction plant and equipment for constructing the Asphalt Road (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Pro-forma Agreement with Plant Hire)	15	Pro-forma Agreement with Plant Hire

**Only Bidders who achieve 60% the total available will qualify for the next stage of evaluation.**

**Stage 2: Points and Preferential Points**

Points for price will be evaluated as per the following formula:

$$Ps = 80x \frac{(1-(Pc-Pmin))}{Pmin}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Rand Value of tender under consideration  
 Pmin = Rand value of lowest acceptable tender

**The 20 points of the Scoring System**

**Determination of Scores**

The allocation of preferential points is based on the B-BBEE Level of Contribution as given in the respective current and valid B-BBEE Certificate:

Preferential Points System – 80/20 B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non – Compliant Contributor	0

**F.3.16**

**Notification to unsuccessful tenderers**

Delete the contents of Clause F.3.16.2 and replace the following:

If the Municipality's Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of publication of the *Intention to Award*. For the appeal to be considered, it must reach the municipality within the fourteen-day appeals period and be addressed to the Municipal Manager. Moreover, the appeal must be copied to the Supply Chain Manager and adhere to the following format:

- Clearly set out the reasons for the appeal.
- Clearly state in which way the appellant's rights have been affected by the decision,
- Clearly state the relief or remedy sought by the appellant, and
- be accompanied by a copy of the *Intention to Award* or notification advising the Tenderer of the decision of the Municipality.

If no *bona fide* appeals have been received within the appeals period, the successful Tenderer will be notified of the Municipality's acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Municipality's appeals process.

**F.3.17**

**Provide Copies of the Contracts**

Add the following to the end of Clause F.3.17:

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

**T1.2.3 Additional Conditions of Tender**

The additional conditions of tender are:

T.1.2.3.1	<p><b>Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014) and any issued Covid – 19 regulations in terms of disaster management act</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).</p>
T.1.2.3.2	<p><b>T.1.2.3.2 Claims Arising after Submission of Tender</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> <li>1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.</li> <li>2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.</li> <li>4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li> </ol> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.</p>
T.1.2.3.3	<p><b>Imbalance in Tendered Rates</b></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.</p>
T.1.2.3.4	<p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price. Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p> <p><b>Community Liaison Officer</b></p>

	<p>Democratically elected project area members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of <b>R4 600</b> per month for the duration of contract.</p>
<b>T.1.2.3.5</b>	<p><b>Labour Intensive Construction / Use of Local Labour</b></p> <p>Aspects of this project will be carried out in accordance with the provisions of EPWP and as set out in clauses F.2.1.3 and F.2.1.4.</p> <p>The contractor must make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:</p> <ul style="list-style-type: none"><li>• Pipe Excavations (existing services i.e., stormwater, sewer, water, etc.)</li><li>• Backfilling</li><li>• Traffic controller</li><li>• Clearing of verges</li><li>• Kerbing and channeling</li></ul> <p>Recruitment of labour will be done in accordance with the DR NKOSAZANA DLAMINI-ZUMA Municipality's EPWP Recruitment Guidelines. The latest gazetted government labour rate for the Construction industry will be used in the contract for remuneration of local labour.</p>

CONTRACT No.: PWBS-8026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE a)

PART T2: RETURNABLE DOCUMENTS AND  
SCHEDULES

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**T2: RETURNABLE DOCUMENTS AND SCHEDULES**

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

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

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

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

**A1: CERTIFICATE OF TAX CLEARANCE (MBD 2)**

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

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

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

**ATTACH PROOF TO THIS PAGE**

CONTRACT No.: PWBS-B026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART 12: RETURNABLE DOCUMENTS AND  
SCHEDULES

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

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

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

**ATTACH PROOF TO THIS PAGE**



**A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING**

CONTRACT No.: PWBS-B026/22/23  
*(Please print)* CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

It is hereby CERTIFIED that I, ..... *(name)*  
in my capacity as ..... and a duly authorized  
representative of ..... *(the TENDERER)*  
of (address) .....  
in the company of ..... *(the ENGINEER)*  
attended the official Site Inspection on ..... *(date)*  
for and on behalf of the above-named Tenderer.

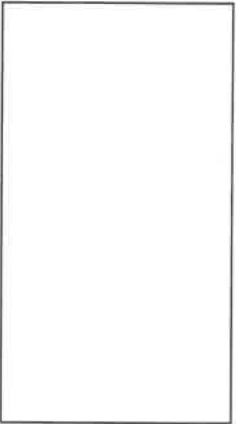
I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given  
by the above-named Engineer.

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....  
Capacity: .....  
Name: ..... Signature: .....  
Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative,  
namely:**

Name: ..... Signature: .....  
Capacity: ..... Date and Time: .....



*Municipality Date Stamp*

**A4: PREFERENTIAL PROCUMENT AND DECLARATION OF INTEREST**

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

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

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

**PARTICULARS OF TAXPAYER/TENDERER**

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

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

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

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

**A5: DECLARATION OF INTEREST (MBD 4)**

1. 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** .....

**A6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE  
IN THE 2017 REGULATIONS  
PURCHASES**

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
  - the 90/10 system for requirements with a Rand value above R50 000 000.
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid are allocated as follows:

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. GENERAL DEFINITIONS**

- 2.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 "Comparative price" means the price after the factors of a non-firm price and all

**unconditional discounts that can be utilised have been taken into consideration.**

- 2.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.11 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **"Person"** includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.
- 4. POINTS AWARDED FOR PRICE**
- 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**
- A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20                    or                    90/10**

Where

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

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Rand value of bid under consideration  
 $P_{\min}$  = Rand value of lowest acceptable bid
- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.
- 6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

**7. BID DECLARATION**

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

**8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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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:**

- 1. ....
- 2. ....

.....  
 Signature(s) of bidders



## MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:201x as follows:  
$$LC = 1 - \frac{X}{Y} \times 100$$

Where  
x imported content  
y bid price excluding value added tax (VAT)
- 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:
- | Description of services, works or goods | Stipulated minimum threshold |
|-----------------------------------------|------------------------------|
| • <b>Steel value added products</b>     |                              |
| ○ Gabions                               | 100%                         |
| ○ Reinforcement                         | 100%                         |
| ○ Road signs                            | 100%                         |
| • <b>Cement products</b>                | 100%                         |
| • <b>Clothing and Textile</b>           | 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 ..... (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 or promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

CONTRACT NO.: PWBS-B026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART 12: RETURNABLE DOCUMENTS AND  
SCHEDULES

**A7: CERTIFIED B-BBEE CERTIFICATE**

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

**A8: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

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

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

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

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

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/ is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenderers who are not registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councilor, but only if the residence is the same address as the business address; and  
**In addition to 1 – 4 above, the following is compulsory**
5. SCM certificates for the Dr Nkosazana Dlamini Zuma area which are obtainable from the municipality and the provision of this Certificate is compulsory and must be attached to this page

**Attach proof to this page in terms of the above**

CONTRACT No.: PWBS-8026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART 12: RETURNABLE DOCUMENTS AND  
SCHEDULES

**A9: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE**

*The Tenderer shall attach the Proof of Registration with CIDB herej.*

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

CONTRACT No.: PWBS-8026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART T2: RETURNABLE DOCUMENTS AND  
SCHEDULES

**A10: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE**

*The Tenderer shall attach the Proof of Registration with CSD herej.*

**ATTACH PROOF HERE**

**FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER**

CONTRACT NO.: PWBS-R026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART 72: RETURNABLE DOCUMENTS AND  
SCHEDULES

**A11: LETTER OF GOOD STANDING WITH COMPENSATION FUND (COLD)**

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

**ATTACH PROOF HERE**

**FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER**



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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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 TENDERER may be rejected if that TENDERER, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

**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 TENDERER or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the TENDERER or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, <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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the TENDERER or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the TENDERER or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the TENDERER and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF TENDERER

**A13: 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 TENDERER if that TENDERER or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 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.

I, the undersigned, in submitting the accompanying bid:

**CONTRACT No.: PWBS-B026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)**

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

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

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

(Name of TENDERER)

that: \_\_\_\_\_

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the TENDERER to sign this Certificate, and to submit the accompanying bid, on behalf of the TENDERER;
4. Each person whose signature appears on the accompanying bid has been authorized by the TENDERER to determine the terms of, and to sign, the bid, on behalf of the TENDERER;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the TENDERER, whether or not affiliated with the TENDERER, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the TENDERER and/or is in the same line of business as the TENDERER
6. The TENDERER has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</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 TENDERER, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

*\* 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.*

.....  
SIGNATURE ..... DATE .....

.....  
POSITION ..... NAME OF TENDERER .....

**A14: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1		
2		
3		
4		
5		

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

**A15: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

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

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 I confirm that I am fully conversant with the Regulations and that my company has (or 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"/>

2 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:	<input type="checkbox"/>
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	

3 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):

.....

.....

.....

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.....

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

.....

.....

.....

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.....

.....

5 Potential key risks identified and measures for addressing risks:

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

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

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

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

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

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

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



**T2.2: RETURNABLE SCHEDULES**

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

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

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

**B1: TENDERER'S FINANCIAL STANDING (FINANCIAL REFERENCES)**

**Financial Statements**

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

**Details of Company's Bank**

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

**Tenderer's Tax Details**

Tenderer's VAT vendor registration number: .....

Tenderer's SARS tax reference number: .....

NAME: ..... POSITION: .....

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

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

**B2: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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

*An example for a company is shown below:*

"I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or

.....

\*Delete whichever is inapplicable

NAME	SIGNATURE	DATE

NAME	SIGNATURE	DATE

WITNESSES

NAME	SIGNATURE	DATE

NAME	SIGNATURE	DATE

**B2.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

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

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

**B2.2: JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

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

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....
- c) Physical address .....
- d) Telephone .....
- e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1(a) Name of Firm .....
- Postal Address .....
- Physical Address .....
- Telephone .....
- Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**2.2(a) Name of Firm** .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....  
*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a) Name of Firm** .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.2(a) Name of Firm** .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a) Name of Firm** .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %
- c) Affirmable Joint Venture Partner percentages in respect of : \*
- i) Profit and loss sharing .....
- ii) Initial capital contribution in Rands .....
- (\*Brief descriptions and further particulars should be provided to clarify percentages).
- iii) Anticipated on-going capital contributions in Rands .....
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner: .....
- .....
- .....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

NON-AFFIRMABLE JOINT VENTURE PARTNERS		PARTNER NAME
a.		
b.		
c.		
d.		
e.		

AFFIRMABLE JOINT VENTURE PARTNERS		PARTNER NAME
a.		
b.		
c.		
d.		
e.		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

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

a) Joint Venture cheque signing

.....  
.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....  
.....

c) Signing, co-signing and/or collateralising of loans

.....  
.....

d) Acquisition of lines of credit

.....  
.....

e) Acquisition of performance bonds

.....  
.....

f) Negotiating and signing labour agreements

.....  
.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....



b) Major purchasing

c) Estimating

d) Technical management

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Identify the "managing partner", if any,

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

**10. PERSONNEL**

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

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NONAFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
- (i) Number currently employed by Affirmable Joint Venture Partners
- .....
- (ii) Number currently employed by the Joint Venture
- .....

c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....  
The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of .....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of .....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of .....

Name.....

Address.....

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of .....

Name.....

Address.....

Telephone.....

Date.....

**B3: SCHEDULE OF CURRENT COMMITMENTS**

**[NOTES to Tenderer:**

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

**Table 1 Contracts awarded**

Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

**Table 2 TENDERS NOT YET AWARDED**

Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

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

**B4: FORMS FOR FUNCTIONALITY POINTS**

**B4.1: SCHEDULE OF WORK CARRIED OUT BY TENDERER**

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

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

<b>EMPLOYER</b> (Name, Tel and Fax number)	<b>CONSULTING ENGINEER</b> (Name, Tel and Fax number)	<b>NATURE OF WORK</b> (Brief summary with special mention of similarities with this project and Functionality Criteria)	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

NAME: ..... POSITION: .....

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

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

**B4.2: SCHEDULE OF PLANT AND EQUIPMENT**

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

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

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

NAME: ..... POSITION: .....

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

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

**B4.3: PROPOSED KEY PERSONNEL**

The Tenderer shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form. Form A3 will be used to evaluate the functionality of the submission. An organogram and employee CV's need to be appended to this form

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

The Tenderer shall attach hereto the *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)

**FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE**

Designation:	
Name:	Date of birth:
Profession:	Nationality:
Certified copies of relevant Qualifications:	
Professional registration number (if applicable):	
Name of current employer (in not employed by tendering firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to this tender:	

**Certification by Key Personnel:**  
 I, the undersigned, \_\_\_\_\_, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

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

NAME: ..... POSITION: .....

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

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





**FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE**

Designation:	
Name:	Date of birth:
Profession:	Nationality:
Certified copies of relevant Qualifications:  	
Professional registration number (if applicable):	
Name of current employer (in not employed by tendering firm):	
Current position:	Years with firm:
Employment Record:  	
Experience record relevant to this tender:  	

**Certification by Key Personnel:**  
I, the undersigned, \_\_\_\_\_ certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

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

NAME: ..... POSITION: .....

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

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

**B4.4: QUALITY CONTROL PLAN**

*[The Tenderer shall attach the required document here.]*

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

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

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

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

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

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

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

**B4.5: COMPUSLORY SUBCONTRACTING (Pre-qualification)**

The tenderer must sub-contract a minimum of 30% of the contract value to EMES or QSES which are at least 51% owned by black people who are: women or youth or with disability. List of SMME local database is available on the municipal website ([www.ndz.gov.za](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 CIRIS 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 .....

**B4.6: EPWP Requirements**

**a. Schedule of Labour Content**

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

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

**[NOTES:**

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

**b. Name of Training Institution**

Name of Programme

Trainers Name	Qualification	Subject

**[Notes:**

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

**B5: CERTIFICATE FOR INSURANCE COVER**

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

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

- i) Name of Tenderer: .....
- ii) Period of Validity: .....
- iii) Value of Insurance: .....

- Insurance for Works and Contractor's equipment

Company: .....

Value: .....

- Insurance for Contractor's personnel

Company: .....

Value: .....

- General public liability

Company: .....

Value: .....

- SASRIA

Company: .....

Value: .....

**B6: PRELIMINARY CONSTRUCTION PROGRAMME (FOR INFORMATION PURPOSES ONLY)**

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

This programme shall:

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

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

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

**B7 ESTIMATED MONTHLY EXPENDITURE**

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

The amount for contingencies must not be included.

MONTH	VALUE
1	R.....
2	R.....
3	R.....
4	R.....
5	R.....
6	R.....
	.....
	COMPLETION OF CONTRACT
TOTAL	R.....

NAME: ..... POSITION: .....

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

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



**B8: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following 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:

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

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

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:

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

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

NAME: ..... POSITION: .....

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

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

CONTRACT No.: PWBS-B028/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

THE CONTRACT

## **THE CONTRACT**

- C1: AGREEMENTS AND CONTRACT DATA
- C2: PRICING DATA
- C3: SCOPE OF WORK
- C4: SITE INFORMATION

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**C1: AGREEMENTS AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**A: Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

.....

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

By the representative of the Tenderer, deemed to be du

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

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

.....

.....Rand (in words); R..... (in figures).

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

**For the Tenderer:**

**Signature:**

.....

**Name:**

.....

**Capacity:**

.....

**Name and address of organisation:**

.....

.....

CONTRACT No.: PWBS-8026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART C1: AGREEMENTS AND  
CONTRACT DATA

.....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**B: Acceptance**

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

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**For the Employer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

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

CONTRACT No.: PWBS-B026/22/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART C1: AGREEMENTS AND  
CONTRACT DATA

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....



**C: Schedule of Deviations**

**Notes:**

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

**Subject** .....

**Details** .....

**Subject** .....

**Details** .....

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

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

**For the Tenderer:**

**For the Employer:**

.....

**Signature**

.....

.....

**Name**

.....

.....

**Capacity**

.....

**Name and address of organisation:**

**Name and address of organisation:**

.....

.....

.....

.....

.....

.....

.....

**Witness signature**

.....

.....

**Witness name**

.....

.....

**Date**

.....

**D: CONFIRMATION OF RECEIPT**

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

the ..... (day)  
of ..... (month)  
20.... (year)  
at ..... (place)

**For the Contractor:**  
**Signature:** .....

**Name:** .....

**Capacity:** .....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**C1.2: CONTRACT DATA**

**C1.2.1: GENERAL CONDITIONS OF CONTRACT**

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

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

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

**C1.2.2: CONTRACT DATA PROVIDED BY EMPLOYER**

CONTRACT No.: PWBS-B026/22/23

**CONSTRUCTION OF HIMEVILLE ASPHALT ROAD PHASE 3 (THOMAS STREET)**

	Clause (GCC 2015)	
Defects Liability Period	1.1.1.13	Six (6) months
Name of Employer	1.1.1.15	DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
The Employer's address for receipt of communications is	1.2.1.2	Main Street CREIGHTON 3263 Email address: Tel: +27 39 833 1038 Fax: +27 39 833 1179
Time for Achieving Practical Completion	1.1.1.14	Twenty-four (24) weeks
The name of the Employer's Agent is	1.1.1.16	FMA ENGINEERS (PTY) LTD
The Employer's Agent address for receipt of communications is	1.2.1.2	18 York Road GILLITTS 3610 Email: admin@fmaengineers.co.za Tel: +27 31 764 2763 Fax: +27 86 542 4084
Pricing Strategy	1.1.1.26	Re-measurement Contract
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	28 days after commencement date
Non-working Days	5.1.1 & 5.8.1	Sundays
Special Non-working days	5.1.1 & 5.8.1	1. Usually the public holidays and voting days if applicable. 2. year -end break commencing and ending on dates as specified by SAFCEC. The normal working hours are: Monday to Friday 07h00 to 17h00 Saturday 07h00 to 15h00
Penalty for Failing to Complete the Works	5.13.1	R5, 000 per calendar day

	Clause (GCC 2015)	
Removal of plant from site without engineers written consent		<b>R 2 000 per calendar day.</b>
Late payment of local labour by 30 days from date of payment		<b>R 2 000 per calendar day</b>
Requirements to achieve Practical Completion	5.14.1	24 weeks
The Latent Defect Period	5.16.3	5 years
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of required repair work
Limit of Indemnity for Liability Insurance	8.6.1.3	R5, 000, 000.00 for each claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC

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

	Clause	
Name of Contractor	1.1.1.9	
Address of Contractor (Physical and Postal)	1.2.1.2	..... ..... ..... .....
	Tel:	.....
	Fax:	.....
	Email:	.....
Security to be Provided by Contractor	6.2.1	Refer to Table Below

Type of Security	Contractor's Choice (Indicate "YES" or "NO")
Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?	
Cash deposit of ..... % of the Contract Sum	
Performance Guarantee of ..... % of the Contract Sum	
Retention of ..... % of the value of Works	
Cash Deposit of ..... % of the Contract Sum plus Retention of ..... % of the value of Works	
Performance Guarantee of ..... % of the Contract Sum plus Retention of ..... % of the value of Works	

Note: In the 'Standard for Uniformity in Construction Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."

[NOTE: Delete Inapplicable]

NAME: ..... POSITION: .....

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

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

**C1.3: PERFORMANCE GUARANTEE**

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

**PRO FORMA  
PERFORMANCE GUARANTEE**

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

- "Guarantor" means: .....
- Physical address: .....
- "Employer" means: .....
- "Contractor" means: .....
- "Employer's Agent" means: .....
- "Works" means: .....
- "Site" means: .....
- "Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
- "Contract Sum" means: The accepted amount inclusive of tax of R .....
- Amount in words: .....
- "Guaranteed Sum" means: The maximum aggregate amount of R .....
- Amount in words: .....
- Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)
- "Expiry Date" means: ..... (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. VARIABLE PERFORMANCE GUARANTEE**

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
  - 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:  
R.....
  - (Amount in words .....)
  - 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:  
R.....



(Amount in words .....)

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

## 2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## 3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4: DISCLOSURE STATEMENT**

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

**PRO FORMA**

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

(Date): .....

Contract: .....

Contractor:

Employer: DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

Employer's Agent: FMA ENGINEERS (PTY) LTD

Dear Sirs

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

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

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employer's Agent.
- I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

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

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

Name in full: .....

Signature: .....

**C1.5: ADJUDICATION BOARD MEMBER AGREEMENT**

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

**PRO FORMA**

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

This Agreement is entered into between:  
Adjudication Board Member:

Name .....  
Physical address .....  
Postal address .....  
E-mail address .....  
Fax number .....  
Telephone number .....

Contractor:  
Name .....  
Physical address .....  
Postal address .....  
E-mail address .....  
Fax number .....  
Telephone number .....

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

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

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:  
05

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

4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
  - 7.1 A monthly retainer of ..... for ..... of months, and/or
  - 7.2 A daily fee of ..... based on a ..... hour day, and/or
  - 7.3 An hourly fee of ..... and/or
  - 7.4 A non-recurrent appointment fee of ..... which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

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

This Agreement is entered into by:

**Contractor's signature:** .....

**Contractor's name:** .....

**Place:** .....

**Date:** .....

**Employer's signature:** .....

**Employer's name:** .....

**Place:** .....

**Date:** .....

**Adjudication Board Member's signature:** .....

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

**Place:** .....

**Date:** .....

**C1.6: RETENTION MONEY GUARANTEE (PRO FORMA)**

ISSUED TO ..... hereinafter called "the Employer")

ON BEHALF OF ..... [insert name of contractor]  
(hereinafter called "the Contractor")

in connection with CONTRACT No.: PWBS-B026122/23 CONSTRUCTION OF HIMEVILLE ASPHALT  
SURFACING ROADS (PHASE 3) (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu  
of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the  
Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at

[INSERT GUARANTOR'S FULL STREET  
ADDRESS].....

..... or such other address in  
[INSERT NAME OF COUNTRY] ..... as we shall in writing notify to the Employer  
and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such  
in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
- (b) the Contractor is in breach of his obligations under the Contract, and
- (c) the amount demanded, which amount the certificate shall specify, does not exceed
  - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
  - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

- 3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to .....  
..... (R )
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made 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 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of .....

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

SIGNATURE : .....

CAPACITY : .....

ADDRESS : .....

: .....

: .....

AS WITNESSES: 1 .....

2 .....

**C1.7: 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 LOCAL 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 authorized to sign on behalf of the Contractor.

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

CONTRACT No: ..... (CONTRACT TITLE)  
..... 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 18/1/1993 (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 with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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. ....

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## C2.1 PRICING INSTRUCTIONS

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

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

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

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

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

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

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

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

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

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

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

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

CONTRACT No.: PWBS-B026122/23  
CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART C2. PRICING DATA

**C2.2 SCHEDULE OF QUANTITIES**







ITEM	U	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13.00		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01		Contractor's general obligations (a) Fixed obligations (b) Value-related obligations (c) Time-related obligations (d) Geotechnical investigations to obtain updated information on the soil earthworks for proposed roads. (e) PC Sum to cover the provision of an environmental control officer as directed by the Engineer. (f) Handling cost and profit in respect of item B13.01 (d), (e) and (f)	L/sum L/sum Month P.C.Sum P.C.Sum %	1,0 1,0 6,0 1,0 1,0 110 000,00	50 000,00 60 000,00 50 000,00 60 000,00	R 50 000,00 R 60 000,00 R 60 000,00
B13.02		Health and Safety obligations (a) Provision of Personal Protective Equipment (PPE) & Clothing for all the Contractor's staff, including sub-contractors as per EWP guidelines (b) Handling cost and profit in respect of item B13.02 (a)	P.C.Sum %	1,0 2 500,00	2 500,00	R 2 500,00
B13.03		COVID-19 (a) Provision for compliance with COVID 19 Regulations (Government Gazette No. 43257, 29 APRIL 2020) (b) Handling cost and profit in respect of item B13.02 (a)	P.C.Sum %	5000,0 1,00	5 000,00	R 5 000,00
B13.04		Supply, transport to site and erection of the contract signboard (a) Contract sign boards (b) Information boards	No No	1,0 2,0		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM	U	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	R
15.00		<b>ACCOMMODATION OF TRAFFIC</b>					
15.01		Accommodating traffic and maintaining temporary deviations	km	1,7			
15.02		Earthworks for temporary deviations: (a) Shaping of temporary deviations (b) Cut and borrow to fill (c) Cut to spoil	km m <sup>3</sup> m <sup>3</sup>	R/O R/O R/O			R/O R/O R/O
15.03	LIC	Temporary traffic-control facilities: (a) Flagmen (b) Portable STOP and GO-RV signs (c) Road signs, R and TR series, (900mm diameter) (d) Road signs, TV series, (900mm diameter) (e) Delineators (DTS50) (600mmx150mm): (i) Single (ii) Mounted back to back (iii) Traffic cones (600mm)	man-day No No No No No No	525,0 2,0 2,0 2,0 2,0 5,0 5,0			
15.03		(n) Extra signs as ordered by the engineer (i) Provision of other signs or facilities (ii) Contractors handling charge and profit on subitem 815.03(n)(i)	P.C. Sum %	1,0 1500,0	1300,00		R 1.500,00
15.04		Relocation of traffic-control facilities	Lump Sum	1,0			
15.06		Watering of temporary deviations	kl	25,0			
15.07		Blading by road grader of: (a) Temporary deviations	km-pass	1,0			
15.10		Accommodation of traffic where the road is constructed in half widths	km	1,0			
815.15		Penalties: (a) (i) Fixed penalty for noncompliance of traffic safety requirements per occurrence (b) (ii) Time related penalty for 815.15 (a)(i) above (c) (i) Fixed penalty for noncompliance with COVID-19 Occupational Health and Safety measures in workplaces COVID-19 (C19 OHS), 2020 (d) (ii) Time related penalty for 815.15 (c)(i) above	No Hour No Hour	R/O R/O R/O R/O	5 230,00 575,00 11 500,00 1 150,00		R/O R/O R/O R/O
TOTAL CARRIED FORWARD TO SUMMARY							



CONTRACT No.: PWBS-02022223  
 THE CONSTRUCTION OF HINEMVILLE ASPHALT SURFACING ROADS (PHASE 3)

PART 2 PRICING DATA  
 THIRDS SHEET

SECTION	DESCRIPTION	AMOUNT	
		C	R
1200	ROADWORKS		
1300	GENERAL REQUIREMENTS AND PROVISIONS		
1500	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS		
1800	ACCOMMODATION OF TRAFFIC DAYWORKS		
TOTAL CARRIED FORWARD TO COMPOSITE SUMMARY			

CONTRACT No: PWRS-20222223  
 THE CONSTRUCTION OF HAMILTON ASPHALT SURFACING ROADS (PHASE 3)

PART COMPARING DATA  
 INDEX SHEET

Item	U	Description	Unit	Quantity	Rate	Amount	R	C
1600 B16.02		OVERHAUL Overhaul on material hauled in excess of a freehaul distance of 1.0 km	m <sup>3</sup> km	57120				
TOTAL CARRIED FORWARD TO SUMMARY								

CONTRACT No.: PMS/83020223  
 THE CONSTRUCTION OF INTERVALE ASPHALT SURFACING ROADS (PHASE 3)

PART C PRICES DATA  
 ITEMS SHEET

Item	LI	Description	Unit	Quantity	Rate	Amount	R	C
17.00		CLEARING AND GRUBBING						
17.01	LC	Clearing and grubbing	ha	0.17				
17.02	LC	Clearing and grubbing at inlets and outlets of hydraulic structures	m <sup>2</sup>	100.00				
17.03	LC	Cleaning out of hydraulic structures (a) Pipes with an internal diameter up to and including 750 mm (b) Pipes with an internal diameter exceeding 750 mm	m <sup>3</sup> m <sup>3</sup>	5.0 5.0				
TOTAL CARRIED FORWARD TO SUMMARY								

Item	U	Description	Unit	Quantity	Rate	Amount	R	C
21.00		<b>DRAINS</b>						
21.01		Excavation for open drains (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m (ii) Succeeding 1.5 m and up to 3.0 m (b) Extra over sub-item 21.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	150 80.0 14.0				
21.02	LC	Clearing and shaping existing open drains: (a) In soft material	m <sup>3</sup>	160.0				
21.03		Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1.5 m (b) Extra over sub-item 21.02(a) for excavation in hard material irrespective of depth	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	5.0 2.5				
21.04	LC	Impervious backfilling to subsoil drainage systems	m <sup>3</sup>	3.4				
21.06		Natural permeable material in subsoil drainage systems (crushed stone): (a) Crushed stone obtained from commercial sources (1) Fine Grade 13mm	m <sup>3</sup>	3.8				
21.07		Natural permeable material in subsoil drainage systems (sand): (a) Sand from commercial sources (1) Coarse Grade 0.5 - 10mm	m <sup>3</sup>	1.5				
21.08		Pipes in subsoil drainage systems: (a) Pitch-fibre pipes and fittings complete with couplings (1) 110 mm internal dia. perforated	m	10.0				
21.10		Synthetic fibre filter fabric (a) BIDM Grade A4 or similar approved	m <sup>2</sup>	19.0				
21.19		Selected ballfill material under concrete-lined side drains compacted to 95% of modified AASHTO density	m <sup>3</sup>	15.0				
TOTAL CARRIED FORWARD TO SUMMARY								

Item	U	Description	Unit	Quantity	Rate	Amount	R	C
22.00		PRE-FABRICATED CULVERTS						
22.01		Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0 m up to 1.5 m (2) Exceeding 1.5 m and up to 3.0 m (b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³ m³ m³	180,0 20,0 10,0				
22.02		Backfilling: (a) Using the excavated material (b) Using Imported selected material	m³ m³	140,0 R/O				R/O
BB2.03		Concrete pipe culverts: (a) On class C bedding (2) 600mm dia, Type 750 (2) 900mm dia, Type 750	m m m	120,0 R/O 30,0				R/O R/O R/O
22.13		Removing and Relaying existing pipes: (a) 450 mm Dia. (c) 600 mm Dia. (d) 900 mm Dia.	m m m	R/O 30,0 R/O				R/O R/O R/O
22.17		Manholes, catchpits, precast inlet and outlet structures complete (a) Manholes (3) Brick manholes for drainage: constructed on all pipes up to 675 mm diameter (b) Up to 1,0 m deep (b) 1,0 m to 1,5 m deep (b) Catchpits (1) Single splay inlet in concrete side drain as per drawing (2) Double splay inlet in concrete side drain as per drawing	No No No No No	6,0 6,0 4,0 1,0				
22.18	LC LC LC	Bitework (a) 115 mm thick (b) 230 mm thick Overhaul on excavated material carried to spoil/backfill material (but excluding Portland cement in the case of soft cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing pre-fabricated culverts, for haul in excess of the free-haul distance	m³ m³ m³ Km	30,0 65,0 1850,0				
TOTAL CARRIED FORWARD TO SUMMARY								



Item	U	Description	Unit	Quantity	Rate	Amount
23.00						
23.01	LIC	CONCRETE KERBING, CONCRETE CHANNELLING, GUTTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS Concrete kerbing (a) Precast kerbing to SABS 927 (i) Figure 6 kerb (ii) Figure 8 kerb (b) Extra-over item 23.01 (a) for : (i) Radius of 1 m to 4 m (ii) Radius of 4 m to 20 m (iii) Radius of 20 m to 40 m Concrete kerbing-channelling combination (a) Precast kerb to SABS 927 and cast in situ channel 500 mm concrete class Z0/13) (i) Figure 6 kerb	m	R/O	R/O	
23.02	LIC	Concrete kerbing-channelling combination (a) Precast kerb to SABS 927 and cast in situ channel 500 mm concrete class Z0/13) (i) Figure 6 kerb	m	R/O	R/O	
23.05	LIC	Inlet, outlet, transition and similar structures (typical design): (a) Outlet structures for side drains as per drawing Trimming of excavations for concrete-lined open drains and sidewalks (a) In soft material (b) In hard material	No	5,0		R/O
23.07	LIC	Trimming of excavations for concrete-lined open drains and sidewalks (a) In soft material (b) In hard material	m <sup>2</sup>	540,0		
23.08	LIC	Concrete lining for open drains (a) Cast in situ concrete lining class Z0/19 open drains (1) Standard side drain as per drawing (b) Class U2 surface finish to cast in situ concrete for open drains (3) Standard side drain as per drawing Formwork to cast in situ concrete lining for open drains (Class F2 surface finish) (a) To ends of slabs (d) To outside and/or inside edges of concrete lined drains and sidewalks Sealed joints in concrete linings of open drains (a) Polysulphide sealants Steel reinforcement (c) Welded steel fabric Bar 193 Demolition and removal of existing kerbs and/or channels, concrete lined drains (maximum size 300mm)	m <sup>3</sup>	5,0		
23.09	LIC	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish) (a) To ends of slabs (d) To outside and/or inside edges of concrete lined drains and sidewalks Sealed joints in concrete linings of open drains (a) Polysulphide sealants Steel reinforcement (c) Welded steel fabric Bar 193	m <sup>3</sup>	80,0		
23.10	LIC	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish) (a) To ends of slabs (d) To outside and/or inside edges of concrete lined drains and sidewalks Sealed joints in concrete linings of open drains (a) Polysulphide sealants Steel reinforcement (c) Welded steel fabric Bar 193	m <sup>3</sup>	60,0		
23.12	LIC	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish) (a) To ends of slabs (d) To outside and/or inside edges of concrete lined drains and sidewalks Sealed joints in concrete linings of open drains (a) Polysulphide sealants Steel reinforcement (c) Welded steel fabric Bar 193	m	85,0		
23.16	LIC	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish) (a) To ends of slabs (d) To outside and/or inside edges of concrete lined drains and sidewalks Sealed joints in concrete linings of open drains (a) Polysulphide sealants Steel reinforcement (c) Welded steel fabric Bar 193	m <sup>3</sup>	60,0		
				8,0		
TOTAL CARRIED FORWARD TO SUMMARY						

Item	U	Description	Unit	Quantity	Rate	Amount	lit	€
33.00		<b>MASS EARTHWORKS</b>						
33.01 / B16.02		Cut, stockpile and borrow to fill, including over-haul up to 1.0km (a) Material in compacted layer thickness of 150 mm and less: (i) Compacted to 98% of modified AASHTO (ii) Eight roller passes compaction Extra over from 33.01 for excavating and breaking down material in: (a) Intermediate excavation (b) Hard excavation (c) Hard excavation (d) Soft excavation (e) Soft excavation (f) Head Excavation (g) Head Excavation (h) Head Excavation (i) Head Excavation (j) Head Excavation (k) Head Excavation (l) Head Excavation (m) Head Excavation (n) Head Excavation (o) Head Excavation (p) Head Excavation (q) Head Excavation (r) Head Excavation (s) Head Excavation (t) Head Excavation (u) Head Excavation (v) Head Excavation (w) Head Excavation (x) Head Excavation (y) Head Excavation (z) Head Excavation	m <sup>3</sup>	675.0				
33.02		Removal of unsuitable material (including free-haul of 1.0 km): (a) In layer thickness of 200 mm and less: (1) Stable material (2) Unstable material	m <sup>3</sup>	850.0				
33.04 / B16.02		Removal of unsuitable material (including free-haul of 1.0 km): (a) In layer thickness of 200 mm and less: (1) Stable material (2) Unstable material	m <sup>3</sup>	100				
33.07 / B16.02		Removal of unsuitable material (including free-haul of 1.0 km): (a) In layer thickness of 200 mm and less: (1) Stable material (2) Unstable material	m <sup>3</sup>	200				
33.10		Roadbed preparation and the compaction of material (a) Compacted to 98% of modified AASHTO Three-roller-passes compaction:	m <sup>3</sup>	1945.0				
33.11		Three-roller-passes compaction:	m <sup>3</sup>	20.0				
33.12		(a) Vibratory roller in situ treatment of roadbed: (a) In situ treatment by ripping	m <sup>2</sup>	10.0				
			m <sup>3</sup>	1350				
			m <sup>2</sup>	8500.0				
			m <sup>3</sup>	1350.0				
TOTAL CARRIED FORWARD TO SUMMARY								

CONTRACT NO.: PWSR402023  
 THE CONSTRUCTION OF HIGHWAY ASPHALT SURFACING ROADS (PHASE 3)

PART C: PRICE DATA  
 TENDERSHEET

Item	U	Description	Unit	Quantity	Rate	Amount	R	C
34.00								
34.01		PAVEMENT LAYERS OF GRAVEL MATERIAL (a) Gravel selected layer obtained from stockpile compacted to: (i) 95% of modified AASHTO density (150mm layer thickness) (b) Gravel subbase obtained from commercial sources compacted to: (i) 95% of modified AASHTO density (150mm layer thickness) (c) Gravel shoulders compacted to: (i) 95% of modified AASHTO density (specify compacted layer thickness)	m <sup>3</sup>	275				
34.14		(i) 95% of modified AASHTO density (150mm layer thickness) (c) Gravel shoulders compacted to: (i) 95% of modified AASHTO density (specify compacted layer thickness)	m <sup>3</sup>	1400				
				30				
TOTAL CARRIED FORWARD TO SUMMARY								

CONTRACT No.: FWAS-2022-0223  
 THE CONSTRUCTION OF HIGHWAY ASPHALT SURFACING ROADS (PHASE 2)

PART C: PRICES DATA  
 ITEMS SHEET

Item	LI	Description	Unit	Quantity	Rate	Amount	R .. C
35.00							
B 35.01		STABILIZATION Chemical stabilization extra over unstabilized compacted layers (b) Sub-base					
		(2) 150mm thickness Chemical stabilizing agent:	m <sup>2</sup>	100			
35.02		(b) CEM III/A Provision and application of water for curing	l	8			
35.04			kl	80			
TOTAL CARRIED FORWARD TO SUMMARY							

CONTRACT No. P198500000  
 THE CONSTRUCTION OF METEAL 5 ASPHALT SURFACING ROAD (PHASE 3)

PART C/ PAVING Q12  
 THOMAS STREET

Item	U	Description	Unit	Quantity	Rate	Amount
35.00 36.01		CRUSHED STONE BASE Crushed-stone base (a) Constructed from type G2 material obtained from commercial sources and compacted to 85% of apparent relative density, 150mm thick (1) 37mm nominal maximum size stone	m <sup>3</sup>	1450.0		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT No.: PM18-8020223  
 THE CONSTRUCTION OF HOT-MIXED ASPHALT SURFACING WORKS (PHASE 3)

PART C PROPOSAL  
 TROUS STREET

Item	U	Description	Unit	Quantity	Rate	Amount
3B.00 3B.02		BREAKING UP EXISTING PAVEMENT LAYERS Milling out existing bituminous material with an average milling depth (including free-haul up to 1.0m): (a) Exceeding 30mm but not exceeding 60mm	m <sup>3</sup>	225.0		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO. PWS&P0223  
 THE CONSTRUCTION OF HIGHWAY ASPHALT SURFACING ROADS (PHASE 3)

PART C - PRICING DATA  
 THOMAS STREET

Item	U	Description	Unit	Quantity	Rate	Amount
41.00						
41.01		PRIME COAT				
		Prime coat:				
		(d) M-C-30 cut-back bitumen 0.8l/m <sup>2</sup>	m <sup>2</sup>	8550.0		
41.02		Aggregate for blinding	m <sup>2</sup>	8550.0		
41.03		Extra over item 41.01 for applying the prime coat in areas accessible only to hand laid equipment	1	45.0		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO. MKR5202222  
 THE CONSTRUCTION OF THREE (3) ASPHALT SURFACE ROADS (PHASE 3)

PART C: PRICING DATA  
 THOMAS STREET

Item	U	Description	Unit	Quantity	Rate	Amount	R	C
4200		ASPHALT BASE AND SURFACING						
4202		Asphalt surfacing (a) Continuously graded (Medium graded) (1) 40mm thick, A-P1 bitumen Rolled in chippings in surfacing	m <sup>2</sup>	8550.0				
4203		(a) 13 mm nominal size Tack coat of 30% stable-grade emulsion 100 mm cores in asphalt paving	1	40.0				
4204			m <sup>2</sup>	8550.0				
842.08			No	10.0				
842.23		Speed hump (80mm thickness using 60/40 pen bitumen)	m <sup>2</sup>	40.0				
TOTAL CARRIED FORWARD TO SUMMARY								



CONTRACT No: TRS8-2022  
 THE CONSTRUCTION OF HIGHWAY ASPHALT SURFACING ROADS (PHASE 3)

PART CARRYING DATA  
 THOMAS STREET

Item	LI	Description	Unit	Quantity	Rate	Amount	B	C
51.00								
51.01								
51.05	LIC	PITCHING, STONENWORK AND PROTECTION AGAINST EROSION Stone pitching (b) Grouted stone pitching Concrete edge beams (a) Class ZS/19	m <sup>2</sup>  m <sup>3</sup>	600  6.0				
TOTAL CARRIED FORWARD TO SUMMARY								

Item	U	Description	Unit	Quantity	Rate	Amount
52.00		<b>GABIONS</b>				
52.01	LC	Foundation trench excavation and backfilling:	m <sup>3</sup>	R/O		R/O
52.02	LC	(b) In all other classes of materials	m <sup>2</sup>	R/O		R/O
52.03		Surface preparation for bedding the gabions				
		Gabions:				
		(a) Galvanized gabion boxes				
		(3) 1.0 m wide by 1.0 m high				
		(f) by 2.0 m long	m <sup>2</sup>	R/O		R/O
		(c) Galvanized gabion mattresses				
		(1) 1.0 m diaaphragm spacing 6.0 m long by 2.0 m wide				
		(i) by 0.3 m deep mesh	m <sup>2</sup>	R/O		R/O
52.04	LC	Filter fabric	m <sup>2</sup>	R/O		R/O
	LC	(b) Grade c	m <sup>2</sup>	R/O		R/O
TOTAL CARRIED FORWARD TO SUMMARY						

Item	U	Description	Unit	Quantity	Rate	Amount
56.00						
56.01		<b>ROAD SIGNS</b> Road sign boards with painted or coloured semi-matt background, symbols, lettering and borders in semi-matt black or in class 1 retro-reflective material, where the sign board is constructed from: (a) Pre-painted galvanised steel plate (chromadek or approved equivalent) (b) Area not exceeding 2 m <sup>2</sup> (c) Extra over item 56.01 for using: (i) Background of retro-reflective material of: (1) Class 1 (2) 110-125 mm dia. (d) Timber	m <sup>2</sup>	10.0		
56.02	LC	Road sign supports (overhead road sign structures excluded): (a) Timber	m <sup>2</sup>	15.0		
56.03	LC	Excavation and backfilling for road sign supports	m	50.0		
56.05	LC	Extra over item 56.05 for cement/treated soil backfill	m <sup>3</sup>	10.0		
56.06	LC		m <sup>3</sup>	10.0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

CONTRACT NO: IV18/18/02223  
 THE CONSTRUCTION OF HHEWALLE ASPHALT SURFACING ROADS (PHASE 3)

PART 2: PRICES DATA  
 (RMB/S SHEET)

Item	U	Description	Unit	Quantity	Rate	Amount
57.00		ROAD MARKINGS				
57.02		Retro-reflective road marking paint: (a) White lines (broken or unbroken) (1) 100 mm wide (2) 300 mm wide	km km m <sup>2</sup>	1,70 4,0 40,0		
57.06		(d) White lettering and symbols Setting out and painting the lines (excluding traffic-island markings, lettering and symbols)	km	1,70		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT No: PWS08000023  
 THE CONSTRUCTION OF HANWILLE ASPHALT SURFACING ROADS (PHASE 3)

PART C: SPECIFICATIONS  
 THOMAS STREET

Item	LI	Description	Unit	Quantity	Rate	Amount	R	C
58.00								
58.01		LANDSCAPING AND PLANTING PLANTS						
		Trimming						
		(a) Machine trimming	m <sup>2</sup>	1700.00				
		(b) Hand trimming	m <sup>2</sup>	450.00				
58.02	LIC	Using machines for trimming or shearing (alternative to sub-item 58.01(a))						
		(a) Bulldozer	h	R/O				
		(b) Motor grader	h	R/O				
58.03		Preparing the areas for grassing:						
		(a) Topsoiling within the road reserve, where the following materials are used:						
		(1) Topsoil obtained from within the road reserve or borrow areas (free haul 1.0 km)	m <sup>3</sup>	255				R/O
	LIC							R/O
		Grassing:						
		(a) Hydroseeding:	ha	3.50				
858.04								
TOTAL CARRIED FORWARD TO SUMMARY								

CONTRACT No. SWS-6000020  
 THE CONSTRUCTION OF HAUKALE ASPHALT SURFACING ROADS (PHASE 2)

PART 2: PRICING DATA  
 (MATERIALS)

Item	U	Description	Unit	Quantity	Rate	Amount
59.00 59.01		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS (b) Single carriageway road	km	1.7		
TOTAL CARRIED FORWARD TO SUMMARY						

CONTRACT NO. PHS-2002-022  
 THE CONSTRUCTION OF METALLIC ASPHALT SURFACING ROAD (PHASE 3)

PART C- PRICING DATA  
 THOMAS STREET

Item	U	Description	Unit	Quantity	Rate	Amount
B1.02		TESTING MATERIALS AND WORKMANSHIP Other special tests requested by the Engineer: (a) Cost of testing (b) Contractor's handling costs, profit and all other charges in respect of Sub-Item B1.02 (a) above.	Prov sum %	1.0 10000.0	10000	10 000.00
TOTAL CARRIED FORWARD TO SUMMARY						





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### **C3: SCOPE OF WORK**

#### **C3.1: STANDARD SPECIFICATIONS**

The Standard Specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.**

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

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement 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 Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent 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**

***NOTE:** This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Completer information purposes only]*

##### **C3.2.1 Employer's Objective and Overview of the works**

The objectives of the project are to formulate effective engineering solutions for the CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3) to serve the communities of Himeville within the DR NKOSAZANA DLAMINI ZUMA Municipality.

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines.

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

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. Requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications. These requirements include provisions for the National Youth Service Programme. Requirements in terms of Government's initiatives for broad based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

##### **C3.2.2 Overview of the works**

The scope of work is envisaged to include the following:

- Establishment of Contractors and Engineers Site Camp.
- Proving, exposing and relocation of various electricity, telecommunications, water and sewer services.

- Setting of delineators to separate and protect the travelling public from the construction activities.
- Accommodation of traffic.
- Clearing and grubbing of the road prism including the removal of trees.
- Construction of kerbs and channels and pipe culverts where indicated by the Engineer.
- Supply and install stormwater inlet and outlet structures as per issued drawings.
- Removal of existing structures and construction of new concrete structures.
- Undertake earthworks and layer works.
- Paving a 30mm AC to the new section of road works for Thomas Street.
- Finishing the roadway to facilitate "limited maintenance" such as cutting-back existing vegetation for the improvement of sight-distances and treatment to the shoulder edges for the prevention of silt build-up and improved run-off conditions.

RECOMMENDED BY:

APPROVED BY:

  
MR. S.V. MNGADI  
SENIOR MANAGER: PWBS

  
MR.N.C. YEZI  
MUNICIPAL MANAGER

**C3.2.3 Location of site and access**

The project consists of the construction of Thomas Street, a 1,75km long road, as depicted in the Locality Plan.

**C3.2.4 Ground and Subsoil Investigations**

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

**C3.2.5 Ancillary works**

The existing asphalt roads are to be rehabilitated as depicted in the issued tender drawings.

**C3.2.6 Climatic conditions**

The proposed project area is in a high summer rainfall region with an average annual precipitation of 700 -1000 mm.

**C3.2.7 Labour**

A Project Liaison Committee will be established (as applicable) and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Engineer and formal structures within the community.

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 PLC, and this representative will be also required to attend the monthly PLC 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

PLC and in line with the Employer's policies.

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and stockpiling (G7 material) and/or spoiling unsuitable trench materials;
- Landscaping;
- Excavation and compaction and gabion backfilling;
- Erosion Protection;
- Erection of road signs;
- Grass maintenance
- Retaining walls;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete; for concrete sidewalks, V-Drains, Kerb and Channel (Kerbs to be sourced from local suppliers where possible) or manufactured on site depending on the quantum required;
- Pipe Culverts;
- Headwalls using local materials;
- Guardrail Installation;
- Road safety improvement;
- Alien vegetation removal;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

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

Task Based Activities: Labour Intensive activities are to be planned as task based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

### **C.3.2.8 Spoiling of surplus material**

Surplus material shall be spoiled in designated areas approved by the Employer's Agent. The spoil material shall be disposed of in accordance with sub-clause 3306(f) of the COLTO standard specifications.

**C.3.2.9 Material sources, spoil and stockpile areas**

Where possible, the contractor shall source material from within 20km of the site utilizing local suppliers. The material which may be sourced locally:

- Cement;
- River sand (Coarse Grade Nom. 4.75mm); and
- 19mm sized crushed stone aggregates.

G5 material shall be obtained from commercial sources and/or a local borrow pit as applicable and provided the same has been tested and the subsequent results are favourable. A portion of the material will be available from the existing road prism.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer, the PLC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

**C.3.2.10 Accommodation of traffic**

The accommodation of traffic forms and integral part of the contract.

**C.3.2.11 Existing services**

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners. Visual surface inspection and exploratory trenching investigation as necessary.

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

**C.3.2.12 Employer's Agent's site offices and laboratory**

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablation facilities, and carports for the Engineer at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated by the Engineer before the commencement of construction.

**C.3.2.13 Temporary Works**

Vertical, horizontal and inclined falsework and formwork will be used during the construction of the culvert structures. Provisions of access scaffolding and temporary propping will also be required. Temporary shoring will be utilised on unstable excavations.

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

**C.3.2.14 Maintenance of the Works during the construction period**

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described later in the Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

**C.3.2.15 Testing of materials**

A provisional sum has been allowed in section 8100 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facilities included in section 1400 and/or commercial laboratory facilities.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the COLTO standard specifications.

**C.3.2.16 Power supply and other services**

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

**C.3.2.17 Construction in confined areas**

The works are to be undertaken in a sparsely populated area with sugar cane crop. It is thus inevitable for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

**C.3.2.18 Contractor's campsite**

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of the Project Specifications. The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to

property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

#### **C.3.2.19 Additional requirements for construction activities**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

#### **C3.2.20**

##### **Design**

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

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

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

#### **C3.2.21**

##### **Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)**

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

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

#### **C3.2.22**

##### **Programme in terms of Clause 5.6 of the General Conditions of Contract**

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

#### **C.3.2.23**

##### **Construction programme**

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof.

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.

- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of the OHSA 1993 Health and Safety Specifications.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the sites and all other contractors engaged on the CONSTRUCTION OF HIMEVILLE ASPHALT SURFACING ROADS (PHASE 3) must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.
- (9) Programme must clearly indicate work carried out by the nominated sub-contractors and its impact on the contractor's works programme

For the guidance of Tenderers, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.



**PRELIMINARY CONSTRUCTION PROGRAMME**

ACTIVITY	DURATION	Month 1			Month 2			Month 3			Month 4			Month 5			Month 6		
	(Weeks)																		
1. Site Establishment																			
2. Relocation of Services																			
3. Traffic Accommodation																			
4. Clear and Grub																			
5. Earthworks																			
6. Drainage																			
7. Subsoils																			
8. Kerb and channel																			
9. Selected Subgrade																			
10. Cemented Subbase																			
11. Crushed Stone Base																			
12. Surfacing																			
13. Ancillary Items																			
14. Finishing Road Reserve																			
15. Pedestrian Sidewalks																			
16. De-Establishment																			
17. Road Marking																			
EXPECTED CASH FLOWS	(in Rands)																		

**C.3.2.24 Management and disposal of water** (Read with SANS 1921 - 1 : 2004 clause 4.6)

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

**C.3.2.25 Earthworks** (Read with SANS 1921 - 1 : 2004 clause 4.10)

**Borrow pits and spoil areas**

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

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

**C.3.2.26 Testing** (Read with SANS 1921 - 1 : 2004 clause 4.11)

**Process control**

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

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

**Acceptance control**

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

**C.3.2.27 Accommodation of Employees**

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

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

No informal housing or squatting will be allowed.

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

**C.3.2.28 Survey beacons** (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs