



MAKHADO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING TENDER DOCUMENT

CIDB GRADING – 4 CE or higher

JUNE 2021

Issued by:

Makhado Municipality
Private Bag X2596
Louis Trichardt
0920

Prepared by

Tshedza Consulting Engineers
33A Bok Street
Polokwane
0699

Contact:

Technical:

Name: Mr M.G Raleshuku
Mrs. L.A Thulare
Telephone: (015) 519 3000

Mr. T.C Nemvumoni
081 755 3596

Procurement Enquiries:

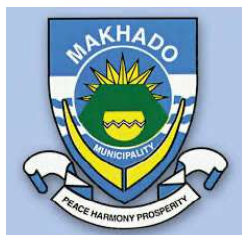
Ms P Mudau
(015) 519 3044/3024

Name of tenderer:

Tender sum: R......



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment



MAKHADO MUNICIPALITY

TENDER No. 50/2021

MUDIMELI STORMWATER AND RESURFACING

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MAKHADO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING

T1.1 Tender Notice and Invitation to Tender

APPOINTMENT OF CONTRACTOR FOR MUDIMELI STORMWATER AND RESURFACING

All suitable Service providers are hereby invited to bid for the below mentioned project. Bidders are requested to bid as per specification attached to the bid document that will be obtained from **07 June 2021 at non-refundable amount of R600.00** per document at the procurement Office No. B043 Ground Floor, 83 Krogh street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasure.gov.za/content/advertised-tender> or www.makhado.gov.za

Bidders are requested to bid for the Construction project listed below:

Ref no.	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE
50/2021	Mudimeli stormwater and resurfacing	80/20 preferential points with functionality	CIDB Grading 4 CE or higher	Acting Director Technical Services: Mr.MG Raleshuku or Ms.L Thulare at 0155193000	File No. 8/3/2/1808 Notice No. 103/2021	25 June 2021 at 12:00pm

NB: NO COMPULSORY BRIEFING MEETING FOR THE ABOVE MENTIONED BIDS

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked as indicated above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than 'as mentioned above' when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No. 83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof, submitted tenders will be evaluated as mentioned above table

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- A valid Tax compliance status pin issued by SARS
- A copy of company registration certificate/CK.
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or latter from traditional authority in cases of non-rateable areas. (attach for both entity and directors of the company)
- Copy of central supplier database report

NB

- Service provider must submit their certified BBBEE verification certification from verification agency accredited by South Africa National accreditation system (SANAS) or sworn affidavit.
- All service providers doing business with Makhado municipality are required to register on CSD (Central Supplier Data base)
- A copy of a certified copy will not be accepted

All procurement enquires should be directed to Ms P.Mudau or Mr. M Ramabulana at tel no: (015) 519 3044

PART A INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	50/2021	CLOSING DATE:	25/06/2021	CLOSING TIME:	12:00 PM
DESCRIPTION:	MUDIMELI STORMWATER AND RESURFACING				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					
CIVIC CENTRE					
83 KROGH STREET					
MAKHADO					
0920					
SUPPLIER INFORMATION					
NAME OF BIDDER:					
POSTAL ADDRESS:					
STREET ADDRESS:					
TELEPHONE NUMBER:	CODE		NUMBER		
CELLPHONE NUMBER:					
FACSIMILE NUMBER:	CODE		NUMBER		
E-MAIL ADDRESS:					
VAT REGISTRATION NUMBER:					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>		A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>		A REGISTERED AUDITOR		
			NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL PRICE (ALL INCLUSIVE)	BID (ALL INCLUSIVE)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PROCUREMENT	CONTACT PERSON	M.G RALESHUKU OR L THULARE
CONTACT PERSON	P MUDAU OR M RAMABULANA	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



MAKHADO MUNICIPALITY

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have 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.

Clause number	Tender Data
F.1.1	The employer is Makhado Local Municipality
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Agreement in terms of the Occupational Health & Safety Act</p> <p>C1.3 - Performance guarantee</p> <p>C1.4 - Form agreement in terms of the Mine Health & Safety Act</p> <p>C1.5 - Abstracts of the Mine Health and Safety Act No.29</p> <p>C1.6 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>

F.1.4	<p>The employer's agent is:</p> <p>Mrs. L.A Thulare</p> <p>Makhado Municipality Address: Private Bag X2596, Louis Trichardt, 0920 Tel: (015) 519 3000 Fax: (015) 516 1198 E-mail: livhuwanit@makhado.gov.za</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, 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, for a 4 CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12	No alternative tender offers will be considered
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Makhado Municipality Identification details: TENDER NO. 50/2021, MUDIMELI STORMWATER AND RESURFACING and the closing date and time of the tender</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 days.
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> A valid tax clearance certificate with tax compliance status pin issued. A copy of company registration certificate/CK. Certified copy/copies of company owner(s) ID book(s), not older than three (03) months. Certified copy BBBEE certificate (For preferential points), not older than three (03) months. CIDB grading (as mentioned above) Proof of payment of Municipal Accounts/Bills/Formal Lease Agreement for rental/letter from Traditional Authority not older than three (03) months for both entity and directors of the company. Copy of central supplier database summary report.
F.3.1.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
F.3.4	Tenders will be opened immediately after the closing time for tenders

EVALUATION CRITERIA

The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Although functionality does not form part of the final tender points scoring for award purpose, tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.

The second stage of the evaluation will be based on Price (80) and preference points for B-BBEE status level of contribution (20).

Detailed points scoring for functionality are as follows:

COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE

TABLE A1: REPUTATION AND REFERENCES

TARGETED GOALS Name reference with contact details (Previous 3 yrs, Projects involving Road)		Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	10		
2	Project 2	10		
3	Project 3	10		
4	Project 4	10		
Sub-Total: Reputation and References		40		

NOTE: The tender should attach appointment letters and completion certificates as a proof for having completed such project. Points for each project will be allocated as follows:

4CE: 10 points

3CE: 6 points

2CE: 2 points

TABLE A2: FINANCIAL REFERENCES

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
Sub-Total: Financial References		10		

TABLE A3: EXPERIENCE AND QUALIFICATION OF KEY STAFF**Table A3.1 Experience**

TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1 Contract Manager: 10 years in Road Projects	>10 yrs=5 6-9 yrs=3 3-5 yrs=2 1-2yrs=1		
2 Site Agent: 8 years in Road Projects	>8 yrs=5 5-7 yrs=3 3-4 yrs=2 1-2yrs=1		
3 Foreman 5 years in Road Projects	>5 yrs=3 4 yrs=1.5 3 yrs=1 1-2yrs=0.5		
4 Health and Safety Officer 5 years of experience as OHS in Civil Engineering Construction	>5 yrs=2 4 yrs=1 3 yrs=0.5 1-2yrs=0.25		
Sub-Total: Experience	15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

Table A3.2 Qualifications

TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1 Contract Manager: Civil Engineering or construction management	BSc = 5 B-Tech /PrCPM = 5 ND = 3 N6 = 2 Any Cert= 1		
2 Site Agent: Civil Engineering or construction management or project management (Must have at least NQF 5)	BSc/B-Tech = 5 ND = 4 NQF 5/7 = 3 N6 = 2 Any Cert= 1		
3 Foreman	ND = 3 NQF 7 =2 N6 = 2 N3= 1.5 NQF5= 1.5 NQF 4= 1 NQF 3= 0.5		
4 Health and Safety Officer 5 years of ¹² experience as OHS in Road projects	ND = 2 Cert = 0.5		
Sub-Total: Qualifications	15		

CV's and Certified Qualifications should be attached.

TABLE A4: PLANT AND EQUIPMENT

TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1. Grader: No (1)	3		
2. TLB: No (1)	2		
3. Excavators: No (1)	5		
4. Water Cart: No (2) (10 000 litre)	2		
5. 10 m ³ Tipper Trucks: No (5)	5		
6. Vibratory Roller 12 ton:No (1)	1		
7. Pad Foot Roller 8 ton: No (1)	1		
8. LDV: No (2)	1		
Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants (For hiring, tenderers will only receive 50% of the full points for Plant and Equipment).

TABLE A5: SUMMARY

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE COMPANY: TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE 3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

Minimum functionality requirements of seventy percent (70%) or 70 points required for further evaluation.

The 80/20-point scoring system will be used on second stage of evaluation.

F.3.11.3	<p>“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.</p> <p>Only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, where the 80 points were used for price only and 20 points were used for HDI ownership and / or for achieving the prescribed RDP goals respectively.</p> <p>Based on the firm bidder price provided, the following formula will be used to award points on price evaluation.</p> <p>$Ps = 80(1 - (Pt - Pmin)/(Pmin))$ Where;</p> <p>Ps = Points scored for price of bid under consideration Pt = Rand value of bid under consideration Pmin = Rand value of lowest acc</p>
F.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is 1.</p>

Annex F (normative)

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9

B-BBEE status level of contributor	Number of points
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



MAKHADO MUNICIPALITY

T.2.1 List of returnable documents

Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Certificate of authority of signatory
- Record of Addenda to Tender Documents
- Authority of Joint Ventures
- Proposed amendments and qualifications
- Proposed organisation and staffing
- Experience of key staff
- Tenderer's experience
- Original bank rating letter
- MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 8 and MBD 9

Other documents required for tender evaluation purposes

The tenderer must submit the following documents:

- A valid tax clearance certificate with tax compliance status pin issued.
- A copy of company registration certificate/CK.
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- Certified copy BBBEE certificate (For preferential points), not older than three (03) months.
- CIDB grading
- Proof of payment of Municipal Accounts/Bills/Formal Lease Agreement for rental/letter from Traditional Authority not older than three (03) months for both entity and directors of the company.
- Copy of central supplier database summary report.
- List of similar successfully completed projects
- List of plant and equipment to be used
- CVs and academic qualifications of key staff members

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bills of quantities



MAKHADO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING

T.2.2 List of returnable schedules

Record of Addenda to tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
, authorised signatory of the company
, 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 SIGNATORY	AUTHORISED
Lead partner CIDB registration no		Signature. Name Designation	
 CIDB registration no		Signature. Name Designation	
 CIDB registration no		Signature. Name Designation	
 CIDB registration no		Signature. Name Designation	

Proposed amendments and qualifications

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

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

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Proposed Organisation and staffing

The tenderer should propose the structure and composition of their team by completing the table below

Position	Name of Key Staff Member and Qualifications Held
Contract Manager	
Site Agent	
Foreman	
Health and Safety Officer	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Experience of Key Staff

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Contract Manager, site agent and foreman and health and safety officer of not more than 2 pages should be attached to this document:

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
 - 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Skills
 - 4 Name of current employer and position in enterprise
 - 5 Overview of post graduate / diploma experience (year, organization and position)
 - 6 Outline of recent assignments / experience that has a bearing on the scope of work
-

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Tenderer's Experience

Tenderers should very briefly describe his or her experience in the table below and attach corresponding appointment letters and completion certificates.

Employer, contact person and telephone number	Description of work (service)	Value of work inclusive of VAT (Rand)	Date completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

SCHEDULE OF CONSTRUCTION PLANT

The Tenderer shall state below the constructional plant that will be available for the contract, the number of the plant that is owned by the tenderer and the number of the plant the tenderer intends to hire. Proof of ownership and letter of intent to hire (with proof of ownership) must be provided.

Description, size, capacity	Number owned	Number to be hired

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
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, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ANNEXURE C

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHADO LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

ANNEXURE D

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, MAKHADO LOCAL MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorize the Makhado Local Municipality to deduct the full amount outstanding by the business organization/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

- 1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**
1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

- 1 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. **YES / NO**

- 2.2 If yes, provide particulars.

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

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

Will any portion of goods or services be sourced from outside South Africa? **YES / NO**

If yes, what portion of payment from the municipality / municipal entity is expected to be transferred out of the South Africa? **YES / NO**

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black

Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“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;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“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; and
- (s) **“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 total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of Company /Firm:.....

- 9.2 VAT registration number:.....

- 9.3 Company registration number:.....

- 9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....
.....
9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are 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 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) 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;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 5 The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	6 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

MBD 9

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Certificate of Authority of Signatory

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

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

A. Certificate for company

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

As witnesses:

1.
Chairman

.....
Print Name

.....
Print Name

2.
Date

.....
Print Name

B. Certificate of partnership

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

Name	Address	Signature	Date

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

C. Certificate of partnership

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the joint venture

Name of firm	Address	Authorisation	
		Signature	Name
Lead Partner:			

Financial Information of Bidder

This information has to be filled in by the financier of the bidder, duly signed and stamped on behalf of the financial institution he represents.

Bidder details

Tender description :

Contract Period :

Name of bidder :

Bank account number :

Tendered amount :

Demand Guarantee will be provided by this bank?: Yes ☐ No ☐

Financial Institution

Name of commercial bank :

Branch :

Name of Bank Manager :

Telephone Number :

I/We acting on behalf of the above Commercial Bank confirm that

.....(Bidder)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Bidder is considered capable of	Value on which Bank rating must be used
Up to R300 0000	R 24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING	
Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Bidder is based on R

(In words
only)

The Bank Rating code is :

.....
Signature: Manager of financial institution

.....
Print Name

.....
Date

FINANCIAL INSTITUTION STAMP





MAKHDO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION



MAKHADO MUNICIPALITY

PART C1: AGREEMENT AND CONTRACT DATA

- C1.1 FORM OF OFFER AND ACCEPTANCE
- C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE
MANAGER IN TERMS OF SECTION 3(1)A OF MINE HEALTH AND
SAFETY ACT 29 OF 1996
- C1.3 PERFORMANCE GUARANTEE
- C1.4 ABSTRACTS OF THE MINE AND SAFETY ACT NO.29 OF 1996 AND
AMENDMENT ACT NO.72 OF 1997
- C1.5 CONTRACT DATA



MAKHADO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING

C.1.1 Form of offer and acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER NO.: 50/2021 MUDIMELI STORMWATER AND RESURFACING**. The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

.....

.....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.

Signature(s)

Name(s)

Capacity

for the tenderer
(Name and address of organization)

Name of Witness Signature.....

Date

Acceptance

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be 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 copy of the fully signed original document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)
Name(s)
Capacity
for the Employer
(Name and address or organization)

Name of Witness Signature.....
Date

For the Contractor:

Signature(s)
Name(s)
Capacity
.....
(Name and address of organization)

Name of Witness Signature.....
Date



MAKHADO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING

C.1.2 Agreement in terms of the occupational Health & Safety Act

This AGREEMENT made at on this day of in the year between MAKHADO MUNICIPALITY (hereinafter called “the Employer” on the one part, herein represented by in his capacity as And delegate of the Employer and (hereinafter called “the Principal Contractor”) of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Bid No For (description of contract).....

..... in the District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, February 2014):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) The date of the final certificate issued in terms of clause 6.10 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) The date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of employers to their employees.

- ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2014, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting
 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2, a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Roads Agency Limpopo (Pty) Ltd. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for , with effect from until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without

derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Makhado Municipality SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board of Makhado Municipality, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS: 1..... 2.....
NAME
(IN CAPITALS) 1..... 2.....

DATE:

**SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE
MANAGER**

.....

WITNESS: 1..... 2.....
NAME
(IN CAPITALS) 1..... 2.....

DATE:

Copy to: The Chief Inspector - Department of Minerals and Energy



MAKHADO MUNICIPALITY

C.1.3 Performance guarantee

I/We, the undersigned,

.....

.....

acting herein in my/our capacity as

.....

..... and as such duly authorized
to represent

.....(Hereinafter

referred to as "the Guarantor") (in the case of a Company a resolution to be attached) do hereby
bind the said Guarantor for the

obligations of
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the
Municipal Manager of Makhado Municipality Limpopo and the said Contractor, and/or for the refund
by the Contractor of any excess payments to the Contractor not due and which cannot be recovered
from the amount of the retention money to the credit of the Contractor in terms of Clauses 7 and 49 of
the General Conditions of Contract 2010, and do further bind the Guarantor as surety and co-principal
debtor with the Contractor for any other amounts which may become payable to the said Municipal
Manager from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
((..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and
conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

.....

or such portion thereof as may be demanded immediately on receipt of a written demand from you in
terms of Clause 7 of the General Conditions of Contract 2010. A certificate under your hand shall be
sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of
enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and
payable by the Contractor to the Municipal Manager have been paid and you or the said Municipal
Manager shall always be entitled without your or the Municipal Manager's rights being affected, to
release securities, to give time, to compound or to make any other arrangements with the Contractor,
and any alteration or variation of the said Contract shall in no way release the Guarantor from liability
in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in
the event of the full amount of the Guarantee being paid to your Municipality.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of
the General Conditions of Contract 2010.

SIGNED at on the day of 20.....

AS WITNESSES:

1.

.....

GUARANTOR

ADDRESS:

.....

2.

ADDRESS:

.....



MAKHADO MUNICIPALITY

C.1.4 Form agreement in terms of the Mine Health & Safety Act

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Senior General Manger: Engineering, who is our client, 'Makhado Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED:
NAME:

DATE:

SIGNED:
NAME:

DATE:



MAKHADO MUNICIPALITY

C.1.5 Abstracts of the Mine Health and Safety Act No.29 of 1996 and amendment Act No.: 72 of 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- a. “used as a noun-
 - i. any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - ii. any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - iii. a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - i. whether that substance is in solid, liquid or gaseous form;
 - ii. that occurs naturally in or on the earth, in or under water or in tailings, and
 - iii. that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a). The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
- b). Training at any central rescue station, or
- c). The making, repairing, re-opening or closing of any subterranean tunnel, or
- d). Any operations necessary in connection with any of the operational listed in this paragraph.



MAKHADO MUNICIPALITY

C.1.6 Contract data

C.1.6.1 Conditions of Contract

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) The Form of Offer and Acceptance.
- (b) Amendments to the General Conditions of Contract within the Contract Data.
- (c) Additional conditions to the General Conditions of Contract within the Contract Data.
- (d) Corrigenda to the General Conditions of Contract.
- (e) The General Conditions of Contract.
- (f) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C.1.6.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.6.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is 4 months
1.1.1.15	The name of the Employer is Makhado Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	<p>The address of the Employer is:</p> <p>Makhado Local Municipality</p> <p>Physical address:</p> <p>Postal address: Private Bag X2596 Louis Trichardt 0920</p> <p>e-mail address: manager@makhado.gov.za</p> <p>Contact numbers: Corporate: (015) 519 3000 Direct: Fax: (015) 516 1198</p>
1.1.1.16	<p>The name of the Engineer is:</p> <p>Tshedza Consulting Engineers</p>

Clause	Data
1.2.1.2	<p>The address of the Engineer is:</p> <p>Physical address: 33A Bok Street Polokwane; 0699</p> <p>Postal address: P O Box 2474 Polokwane; 0700</p> <p>e-mail address: fhatunemv@gmail.com</p> <p>Contact numbers: Corporate: 081 755 3596 Mobile: 072 458 8971 Fax: 086 519 9581</p>
3.1.3	The Engineer is required to obtain the specific approval of the Employer in order to authorize any expenditure in excess of the Tender Sum.
3.1.4	Delete this clause.
4.9.1	The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6). • Security (Refer to Clause 6.2). • Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.

Clause	Data
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <ul style="list-style-type: none"> a) Public holidays; and b) All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	The penalty for failing to complete the Works is 0,05 percent of contract price per calendar day.
5.16.3	The latent defect period is 1 years, commencing on the Day after the date of certification of Practical Completion.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	<p>The limit of retention money is 10% of the value of the Contract Price.</p> <p>A Retention Money Guarantee is compulsory.</p> <p>A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 10% (ten percent) of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.
	<p>Payment for labour-intensive component of the works</p> <p><i>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</i></p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p><i>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 timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</i></p>

Clause	Data
	<p>Applicable Labour Laws</p> <p><i>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</i></p>

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
2.5.1	<p>Cession</p> <p><i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words “without the written consent of the other”</i></p>
5.14.5.1	<p>Consequences of Completion</p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word ‘Guarantor’ with ‘Contractor’.</i></p>
6.2	<p>Security</p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Gurantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data.”</p>
6.3.1	<p>Variations</p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i> <i>", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p>
6.3.2	<p>Orders for Variations to be in writing</p> <p>Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.10.1	<p>Interim Payments</p> <p><i>Amend Clause 6.10.1.5 as follows:</i></p> <p><i>In the third line, add the words ‘not yet’ before the words ‘built into’</i></p>

Clause	Data
6.10.5	<p>Payment of retention money</p> <p><i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i></p>
6.11	<p>Variations exceeding 15 per cent</p> <p><i>Replace the marginal heading with:</i></p> <p>“Variations exceeding 20 per cent”</p> <p><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i></p>
7.4.4 7.8.2	<p>Cost of test specimens and tests</p> <p>Cost of making good of defects</p> <p><i>Amend Clause 7.8.2.1 as follows:</i></p> <p><i>In the first line, correct the spelling of ‘therefore’.</i></p>
8.3.1	<p>Excepted risks</p> <p><i>Amend Clause 8.3.1.12 as follows:</i></p> <p><i>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</i></p>
8.6.6	<p>Contractor to produce proof of payment</p> <p>“The Contractor shall before commencement of the Works produce to the Engineer:</p> <p>8.6.6.1 The policies by which the insurances are effected,</p> <p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p>8.6.6.3 Proof of continuity of the policies for the required period.</p>
	<p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6.”</p>
8.6.7	<p>Remedy on Contractor’s failure to insure</p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data.”</p>
9.1.2	<p>State of emergency</p> <p><i>In the <u>fourth</u> line, delete the words ‘supply of’ and substitute with ‘availability of’.</i></p>
9.2	<p>Termination by Employer</p>

Clause	Data
	<p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or</p>
	<p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or</p>
	<p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or</p>
	<p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p>
	<p>9.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer’s instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer’s consent in writing,</p>

Clause	Data
	<p>then the Employer may give the Contractor 14 days notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p>
9.2.3	<p>If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>
9.2.4	<p>Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>

C.1.6.2.2 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	Definitions <i>Add the following at the end of Sub-Clause 1.1.1:</i> 1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer. 1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
4.12	Contractor’s superintendence <i>Add the following sub-clause 4.12.4 to Clause 4.12:</i> “Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form. The Contractor’s Site Agent shall be on Site at all times when work is being performed. The person shall be subject to approval of the Engineer in writing and shall not be replaced or removed from Site without the written approval of the Engineer.”
5.6	Programme <i>Add the following sub-clause 5.6.6 to Clause 5.6:</i> “Failure on the part of the Contractor to deliver to the Engineer, the <ul style="list-style-type: none"> • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.
5.9.7	Engineer to approve Contractor’s Designs and Drawings <i>Add the following sub-clause 5.9.7.1 to Clause 5.9:</i> “All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.

Clause	Data
5.11	<p>Suspension of the Works</p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p> <p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p>
	<p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.</p>

Clause	Data
6.10	<p>Payments</p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer”.</p>
	<p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p>
9.3	<p>Termination by the Contractor</p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 “In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>

C.1.6.2.3 Data provided by the Contractor

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address:
1.2.1.2	Postal address: e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:



MAKHADO MUNICIPALITY

C.2 Pricing data

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

C2.3 SUMMARY OF BILL OF QUANTITIES

C2.4 CALCULATION OF TENDER SUM



MKHADO MUNICIPALITY

C.2.1 Pricing instructions

Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (March 1998 Edition) and the Preamble to Electrical Works.

- 1 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 standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump 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.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given 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 finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work.

The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram

t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using 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 work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the set LI requirement, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the set LI target and constructed a LI-marked activity through other means, he **will not be paid** for

that activity.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.



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C.2.2 Bill of quantities

SCHEDULE A: GENERAL

- 1200 General requirements and provisions
- 1300 Contractor's establishment and provisions
- 1400 Housing, offices and laboratories for the engineer's personnel

SCHEDULE B: ROADWORKS

- 1500 Accommodation of traffic
- 1700 Clearing and Grubbing
- 2100 Drains
- 2300 Concrete Kerbing, Channeling, Open Chutes, and Concrete Linings for Open Drains
- 3300 Mass Earthworks
- 3800 Breaking up Existing Pavement Layers
- 4800 Treatment of Existing Surface
- 4900 Sand Seal
- 5100 Pitching, Stonework and Protection against Erosion
- 5200 Gabions
- 5700 Road Markings
- 5900 Finishing the Road Reserve and Treatment of Old Roads
- 8100 Testing Materials and Workmanship

Mudimeli Stormwater and Resurfacing
SCHEDULE A : GENERAL
SECTION 1200
GENERAL REQUIREMENTS AND PROVISIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B12.01	RELOCATION OF SERVICES BY CONTRACTOR				
	(a) Cost of work	PC sum	1	R 15 000,00	R 15 000,00
	(b) Contractor's handling costs, profit in respect of subitem B12.01 (a)	%	R 15 000,00		
B12.02	Remuneration of the Project Liaison Officer:				
	(a) Provisional Sum for the payment of the Community Liason Officer (R6000,00 per Month)	Prov Sum	1	R 24 000,00	R 24 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B12.03 (a)	%	R 24 000,00		
B12.03	Provision for cost of attending Steering Committee meetings				
	(a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering	Prov Sum	1	R 5 000,00	R 5 000,00
	(b) Handling costs and profit in respect of subitem B12.02(a)	%	R 5 000,00		
B12,04	(a) Training for 1 students	Prov Sum	1	30000	R 30 000,00
	(b) Contractor's handling costs, profit and all other charges in respect (a)	%	R 30 000,00		
B12,05	(a) allow for construction Name Board	L/Sum	1	15000	R 15 000,00
	Contractor's handling costs, profit in respect of subitem B12,05	%	R 15 000,00		
B12,07	Provisional Sum for the cost of				
	(a) Social Facilitation	Prov Sum	1	R 200 000,00	R 200 000,00
	(b) OHS Consultant	Prov Sum	1	R 160 000,00	R 160 000,00
	(c) COVID 19 Regulations Adherence	Prov Sum	1	R 20 000,00	R 20 000,00
	Contractor's handling costs, profit in respect of subitem B12,07	%	R 380 000,00		
C1.3	Submission of the Health and Safety File	Lump Sum	-	R 15 000,00	R 15 000,00
TOTAL CARRIED FORWARD TO SUMMARY					

SCHEDULE A : GENERAL

SECTION 1300

CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
B13.01	The contractor's general obligations:				
	(a) Fixed obligations	L/Sum	1		
	(b) Value-related obligations	L/Sum	1		
	(c) Time-related obligations	month	4		
1300	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE A : GENERAL

SECTION 1400

HOUSING, OFFICES AND LABORATORIES
FOR THE ENGINEER'S SITE PERSONNEL

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
14.01	Office and laboratory accommodation				
	(a) Offices (interior floor space only - engineer's office and conference room)	m ²	30		
	(e) Ablution units	No.	4		
14.02	Office and laboratory furniture:				
	(a) Chairs	No.	15		
	(d) Desks, complete with drawers and locks	No.	2		
	(f) Conference tables	No.	1		
B14.03	Office and laboratory fittings, installations and equipment				
	(a) Items measured by number:				
	(i) 220/250 volt power points	No.	3		
	(ix) Fume capboards complete according to Engineer's instruction	No.	1		
	(b) Prime-cost items and items paid for in a lump sum:				
	i) The provision of telephone service, including the cost of calls in connection with contract administration and telephone rental	PC Sum	1	R 4 000,00	R 4 000,00
	(b) Handling costs and profit in respect to subitem 14.03(b)(i)	%	R 4 000,00		
14.07	Provisional Sum for providing rented housing Hotel accommodation for engineer	PC Sum	R 20 000,00		
1400	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B: ROADWORKS

SECTION 1500

ACCOMMODATION OF TRAFFIC

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
B15.01	Accommodating traffic and maintaining deviations	km	1,00		
15.02	Earthworks for deviations				
	(a) Shaping of deviations	km	0,20		
	(b) Cut and borrow to fill	m ³	2,00		
B15.03	Temporary traffic-control facilities:				
	(a) Flagpersons	man-day	264,00		
	(b) Portable STOP and GO-RY signs	No.	5,00		
	(d) Amber Flicker lights	No.	15,00		
	(e) Road signs, R- and TR- series;				
	(i) 900mm	No.	10,00		
	(ii) 1200mm	No.	5,00		
	(f) Road signs, TW- series, dia. 900				
	(i) 1500mm	No.	4,00		
	(ii) 2400mm x 400mm	No.	4,00		
	(g) Road signs, STW-, DTG-, TGS- and TG-series excluding delineators and barricades				
	(i) 1600mm x 1200mm	m ²	4,00		
	(ii) 2400mm x 1800mm	m ²	4,00		
TOTAL CARRIED FORWARD SUMMARY					

SCHEDULE B : ROADWORKS

SECTION 1700

CLEARING AND GRUBBING

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
17.01	Clearing and Grubbing	ha	0,10		
17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth larger than 1m up to and including 2m	No.	6		
1700	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 2100

DRAINS

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
21.01	Excavation for open drains:				
	(a) Excavating soft materials situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5m	m ³	1363		
	(ii) Exceeding 1,5m and up to 3,0m	m ³	0		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	25		
2100	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 2300

CONCRETE KERBING, CONCRETE CHANNELING, OPEN CHUTES
AND CONCRETE LININGS FOR OPEN DRAINS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING				
23.01	Concrete kerbing				
	(a) Precast kerbing to SABS 927:2006				
	(i) Figure 8 C	m	20		
	(ii) Edgebeam 300mm x 300mm (class 25/19)	m ³	13		
23.07	Trimming of excavation for concrete-lined opened drains				
	(a) In soft material	m ²	930		
	(b) In hard material	m ²	100		
23.08	Concrete lining for open drains;				
	(a) i)Cast insitu concrete lining (Type "E" V drain) 25/19 mpa including formwork	m ³	60		
	(b) Class U2 surface finish to cast in situ concrete (trapezoidal drain)	m ²	930		
23.10	Sealed joints in concrete linings of open drains (polysulphide sealants)	m	95		
23.12	Steel reinforcement				
	(a) Welded steel fabric ref: 193	m ²	930		
23.14	Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete line drains	m	3 600		
2300	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 3300

MASS EARTHWORKS

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
33,01	Cut and borrow to fill, including freehaul up to 1,0 km. (a) Gravel material in compacted layer thickness of 200mm and less (ii) Compacted to 93% of modified AASHTO density	m³	191,1		
33,03	Extra over item 33.01 for excavating and breaking down material in: (a) Intermediate excavation (b) Hard excavation	m³ m³	20,0 Rate only		
33,04	Cut to spoil, including free haul up to 1,0 km. Material obtained from : (a) Soft excavation (b) Intermediate excavation (c) Hard excavation (e) Boulder excavation Class B	m³ m³ m³ m³	20,0 10,0 Rate only Rate only		
33.10	Roadbed preparation and the compaction of material (b) Compaction to 93% of modified AASHTO density	m³	35,0		
33,13	Finishing-off cut and fill slopes, medians and interchange areas: (a) Cut slopes (b) Fill slopes	m² m²	10,0 300,0		
	OVERHAUL				
33/16.02	Overhaul (extra over items 33.01 on material hauled in excess of the free-haul distance of 1km (ordinary overhaul)	m³	221,1		
3300	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 3800

BREAKING UP EXISTING PAVEMENT LAYERS

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
38.01	Excavating and removing existing bituminous material (except milled material): (b) Material to be disposed of with the average depth of excavation: (i) Not exceeding 30 mm	m ²	220,00		
38.05	Excavating and spoiling material from an existing pavement and/or the underlying fill: a) non-cemented material	m ³	84,08		
	(b) Cemented material	m ³	42,04		
38.08	Sawing or cutting asphalt or cemented pavement layers: (a) Sawing asphalt	m ²	3,82		
	(b) Cutting asphalt	m	50,00		
	(c) Sawing cemented layers: (i) Cemented material	m ²	22,00		
3800	TOTAL CARRIED TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 4400

SINGLE SEALS

SECTION 4400

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
44,01	Application of tack coat				
	Single seal				
	a) using 4.75 mm (60% spray grade emulsion)	m ²	Rate Only		
	b) using 6.7 mm	m ²	16800		
44,02	Bituminous binder variations				
	a) 60% spray grade	m ³	200		
44,03	Aggregate variations				
	a) 4.75 mm aggregate	m ³	100		
	b) 6.70 mm aggregate	m ³	100		
44,05	pre-coating the aggregate (12 l/m ³)				
	a) Sacresote	m ²	1351		
4200	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 5100

PITCHING, STONEMWORK AND
PROTECTION AGAINST EROSION

			TENDER		
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.01	Stone pitching:				
	(b) Grouted stone pitching	m ²	5320,00		
51.05	Concrete edge beams	m ³	30		
51.06	Provision of approved herbicide and ant poison	Prov	1	R 20 000,00	R 15 000,00
	(b) Charge on provisional sum for overheads and profits	%	R 15 000,00		
5100	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 5200

GABIONS

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
1/52.01	Foundation trench excavation and backfilling:				
	(b) In all other classes of material	m ³	150,00		
1/52.02	Surface preparation for bedding the gabions	m ²	100		
1/52.03	Gabions:				
	(a) Galvanised gabion boxes				
	(iii) 2,0 m x 1,0 m with 80 mm x 100 mm mesh and 2,7 diam mesh wire	m ³	150		
	(a) Galvanised gabion mattresses				
	(iii) 6,0 m x 2,0 m x 0,3 m with 80 mm x 100 mm mesh and 2,5 mm diam mesh wire	m ³	100		
1/52.04	Filter fabric				
	(a) Bidim Grade A4 or Approved equivalent	m ²	150		
5100	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 5400

GUARDRAILS

			TENDER		
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
54,01	Guardrails on timber posts: a) Galvanized	m	150		
5100	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 5700

ROAD MARKINGS

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
57.01	Road-marking paint:Waterbased				
	a) White lines				
	i) broken or unbroken, width of line: 100mm	km	2,4		
	ii) broken or unbroken, width of line: 200mm	km	0		
	b) Yellow lines				
	i) broken or unbroken, width of line: 100mm	km	5		
57.04	Variations in rate of application:				
	a) White paint	litre	20		
	b) Yellow paint	litre	50		
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	6		
5100	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS
SECTION 5900
FINISHING THE ROAD AND ROAD RESERVE

			TENDER		
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	(b) Single carriageway road	km	1,60		
5900	TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE B : ROADWORKS

SECTION 8100

TESTING MATERIALS AND WORKMANSHIP

ITEM	DESCRIPTION	UNIT	TENDER		
			QUANTITY	RATE	AMOUNT
R 81,02	Other special tests requested by the				
	(a) Cost of testing	P. Sum	1	R 60 000,00	R 60 000,00
	(b) Charge on provisional sum for overheads and profits	%	R 60 000,00		
8100	TOTAL CARRIED FORWARD TO SUMMARY				



MAKHADO MUNICIPALITY

C.2.3 Summary of bill of quantities

ITEM	DESCRIPTION	AMOUNT
	<u>SUMMARY OF SCHEDULE A : GENERAL</u>	
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
	SUB-TOTAL TO MAIN SUMMARY :	
	<u>SUMMARY OF SCHEDULE B : ROADWORKS</u>	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2300	CONCRETE KERBING, CONCRETE CHANNELING, OPEN CHUTES	
3300	MASS EARTHWORKS	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
4200	ASPHALT BASE AND SURFACING	
4400	SINGLE SEALS	
4800	TREATMENT OF EXISTING SURFACE	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5700	ROAD MARKING	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATMENT OF OLD ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
	SUB-TOTAL TO MAIN SUMMARY :	



MAKHADO MUNICIPALITY

TENDER NO.: 50/2021

MUDIMELI STORMWATER AND RESURFACING

C.2.4 Calculation of tender sum

Note: Tender Sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.

DESCRIPTION	AMOUNT
SCHEDULE A: GENERAL:	
SCHEDULE B: ROADWORKS:	
SUB-TOTAL 1:	
PLUS CONTINGENCIES @ 10%:	
(The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. The tenderer shall add 10% of the total of schedule of quantities for contingencies.)	
SUB-TOTAL 2:	
VALUE ADDED TAX (15% VAT):	
TENDER SUM CARRIED TO FORM OF TENDER:	



THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS**C3.1.1 Employer's Objectives**

The project entails resurfacing of Mudimeli access road and construction of stormwater drains.

- Resurfacing of road by fine slurry medium-grade
- Construction of concrete drifts
- Widening of stream crossing the road
- Construction of stone pitching side drains
- Construction of gabions

C3.1.2 Extent of Works

The road is currently showing signs of uneven texture and the slurry construction is to obtain a uniform texture through the cross-section. Multiple streams across the village, necessitate further stormwater management items.

PART C4: SITE INFORMATION

C4.1	SITE INFORMATION	3
C4.2	LOCALITY PLAN	4

C4.1 SITE INFORMATION**C4.1.1 Material Site investigation**

Material tests have been done and are available from the Engineer

C4.1.3 Structures

To be identified on site.

C4.1.4 Services

Existing services are shown in the survey but it is incumbent on the contractor to locate all services within sections of work.

C4.2 LOCALITY PLAN

The project is located in the Vhembe District of the Limpopo Province. It is approximately 28 km North of the town of Louis Trichardt.

Table 1. Start and End coordinates of the access road is as shown in the table below.

Location	Coordinates
	Mudimeli Access Road
Start	22°47'23.70"S
	29°56'59.61"E
End	22°48'37.05"S
	29°57'6.14"E

MAKHADO MUNICIPALITY

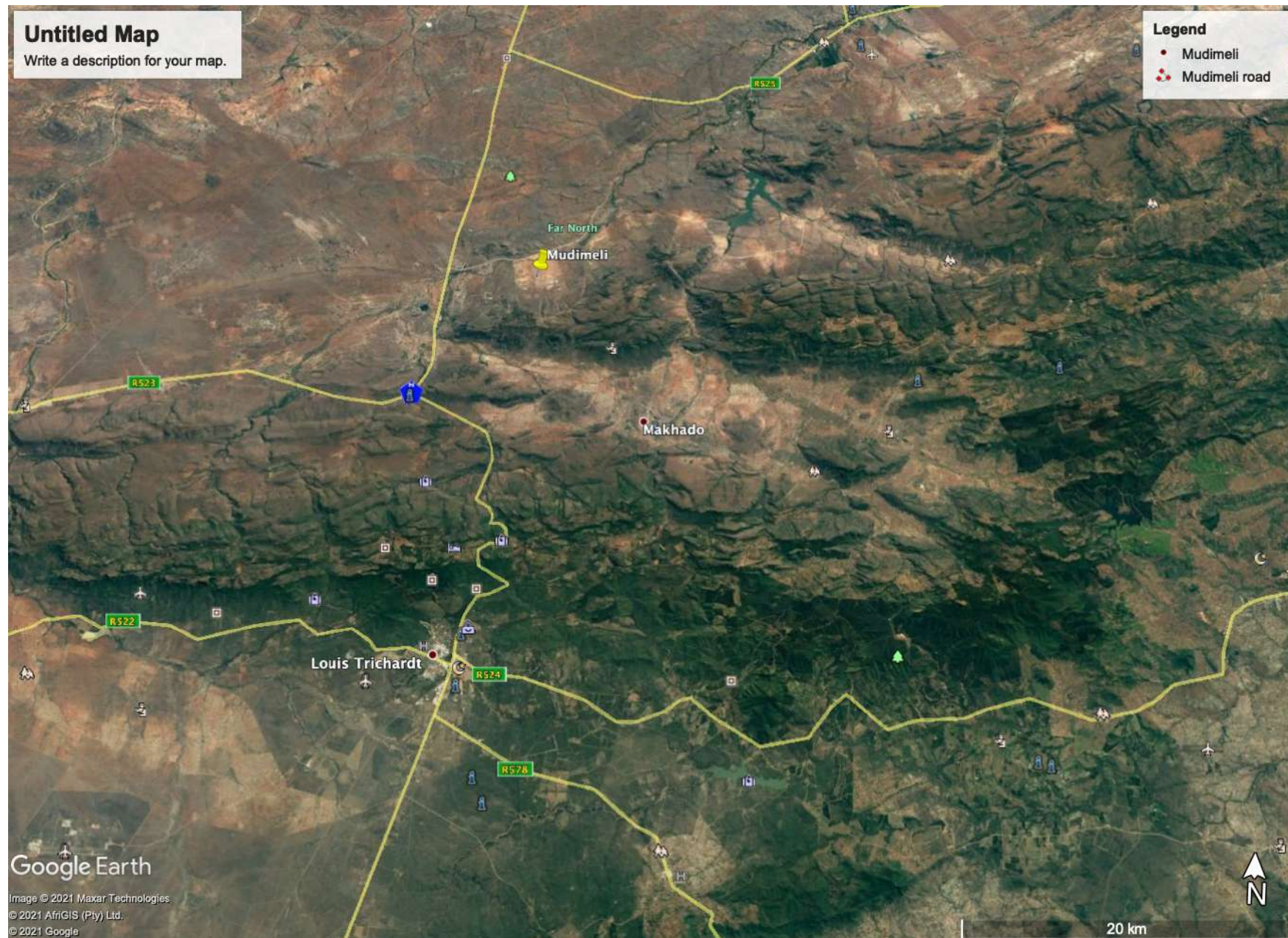


Untitled Map

Write a description for your map.

Legend

- Mudimeli
- Mudimeli road

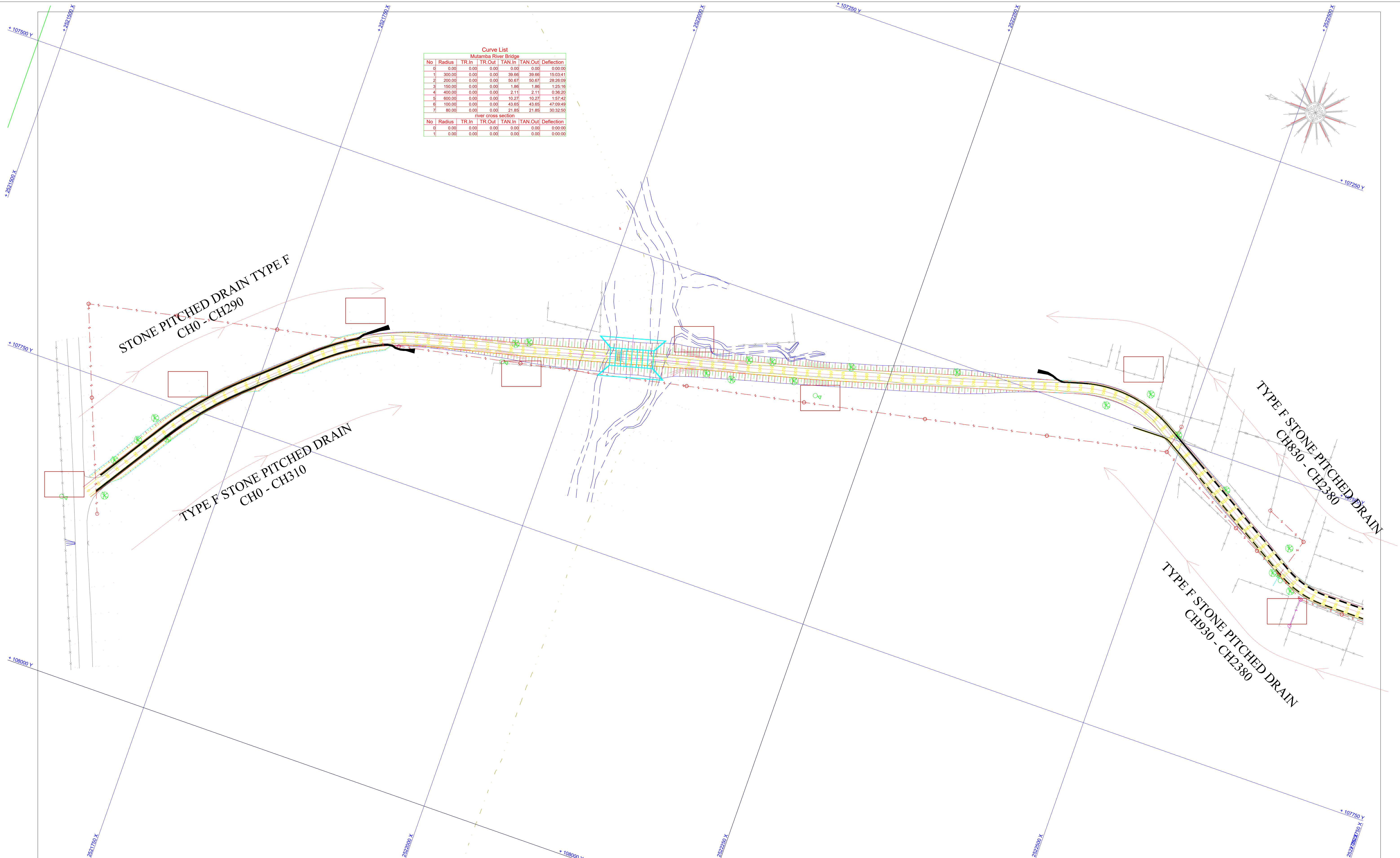


PART C5: CONTRACT DRAWINGS

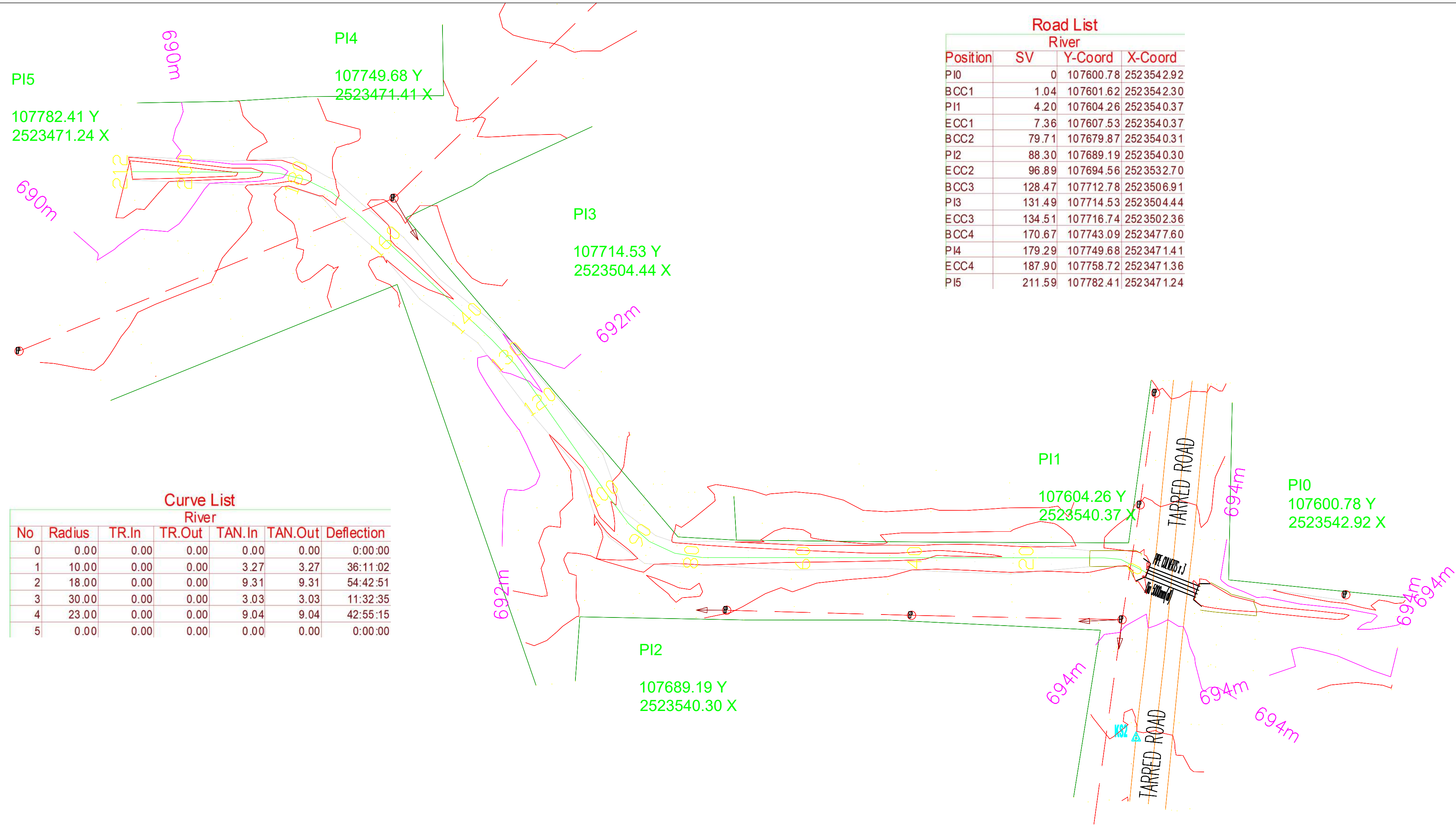
C5.1 CONTRACT DRAWINGS

The work shall be carried out in accordance with the following drawings, which form part of these contract documents:

- Plan of stormwater drainage
- Plan and longitudinal section of stream
- Plan of drift locations
- Typical Cross Sections of drifts, drainages and stream

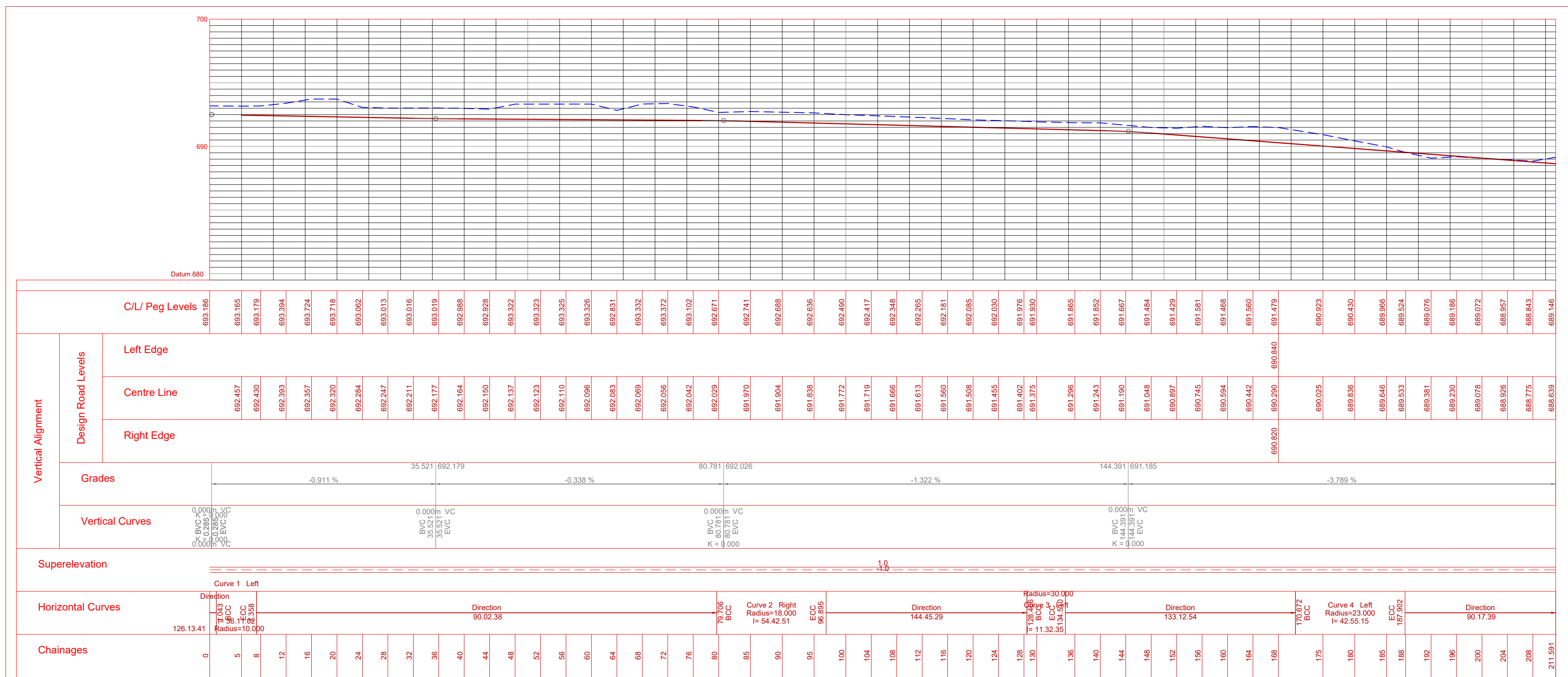


SECTION	MUDIMELI MAIN ROAD	<div>(if applicable)</div> <div>For Technical Lead/Inspector 2000 ____ / ____</div> <div>For Consulting Engineer 2000 ____ / ____</div>	SHEET 1 OF 6
PROJECT No.	Tender No.: 50/2021		SCALE 1:1000
MUDIMELI STORMWATER AND RESURFACING		PLAN No. TCE/MLM47/2018/PLU/01	MLM PLAN No. MLM/47/2018/PLU/01
STORMWATER PLAN			



Road List			
River			
Position	SV	Y-Coord	X-Coord
PI0	0	107600.78	2523542.92
BCC1	1.04	107601.62	2523542.30
PI1	4.20	107604.26	2523540.37
ECC1	7.36	107607.53	2523540.37
BCC2	79.71	107679.87	2523540.31
PI2	88.30	107689.19	2523540.30
ECC2	96.89	107694.56	2523532.70
BCC3	128.47	107712.78	2523506.91
PI3	131.49	107714.53	2523504.44
ECC3	134.51	107716.74	2523502.36
BCC4	170.67	107743.09	2523477.60
PI4	179.29	107749.68	2523471.41
ECC4	187.90	107758.72	2523471.36
PI5	211.59	107782.41	2523471.24

Curve List						
River						
No	Radius	TR.In	TR.Out	TAN.In	TAN.Out	Deflection
0	0.00	0.00	0.00	0.00	0.00	0:00:00
1	10.00	0.00	0.00	3.27	3.27	36:11:02
2	18.00	0.00	0.00	9.31	9.31	54:42:51
3	30.00	0.00	0.00	3.03	3.03	11:32:35
4	23.00	0.00	0.00	9.04	9.04	42:55:15
5	0.00	0.00	0.00	0.00	0.00	0:00:00

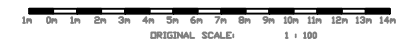




NOTE: EXPANSION JOINT
EVERY 5th PANEL DOWN



DIMENSIONS OF TYPE E CONCRETE CHANNELS



1. ALL CONCRETE CHANNELS AND OTHER DRAINAGE STRUCTURES ON THIS PLAN TO BE CAST USING 30MPa CONCRETE
2. TYPES 'E' AND 'D' CONCRETE MUST BE CAST IN ALTERNATIVE LENGTHS OF 2.0 m MAXIMUM WITH EXPANSION JOINTS EVERY 5th PANEL (10 m)
3. ALL EXPOSED CORNERS MUST BE ROUNDED OFF TO A RADIUS OF 10 mm
4. THE CLASS OF SURFACE FINISH IS INDICATED AS 'F1' OR 'U2'
5. $V_{MIN} = 150mm$ (PREFERRED = 300mm)

A diagram of a 100m race track. It is represented as a horizontal line with vertical tick marks at 50m intervals. The segments are labeled 50 m, 0 m, 50 m, and 100. The track is divided into four equal segments of 25m each. The first segment is green, the second is white, the third is green, and the fourth is white. The total length is 100m.



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MAKHADO 0920
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FAX. : 015 - 295 4322

SHEET 1 OF 1

SCALE

MUM PLAN No

TCE/MLM/47/2018/PL/02	MLM/47/2018/PL/02
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