



## SAKHISIZWE LOCAL MUNICIPALITY

### PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

**5 CE or HIGHER**

**CONTRACT NO.: SLM/SCM/20/2025/2026**

Name of Tenderer	_____
Telephone Number	_____
Fax Number	_____
Address	_____
Tender Sum	_____
Contract Duration	<u>7 Months</u>
CIDB (CRS) No.	_____
CSD Reg No.	_____

**THIS TENDER CLOSES AT 12H00**

**AT THE OFFICES OF THE SAKHISIZWE LOCAL MUNICIPALITY,  
5556 MTHATHA ROAD CALA  
ON 02 OCTOBER 2025**

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

Sakhisizwe Local Municipality  
5556 Mthatha Road  
Cala  
5455  
Tel: (047) 877-5200



## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SAKHISIZWE LOCAL MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SLM/SCM/20/2025/2026	CLOSING DATE:	02 OCTOBER 2025	CLOSING TIME:	12H00
DESCRIPTION	PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID  
BOX SITUATED AT STREET ADDRESS

<b>5556 MTHATHA ROAD</b>					
<b>CALA</b>					
<b>5455</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>SCHEDULE 3: TOTAL NUMBER OF ITEMS OFFERED</b>		<b>SCHEDULE 4: TOTAL BID PRICE</b>		<b>R</b>	
<b>SCHEDULE 5: SIGNATURE OF BIDDER</b>	.....	<b>SCHEDULE 6: DATE</b>			
<b>SCHEDULE 7: CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON	Mr L Tyobeka	
CONTACT PERSON	Ms Sinazo Ntanjana		TELEPHONE NUMBER	047 877 5200	
TELEPHONE NUMBER	045 931 1361		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	pmutech.sakhisizwe@gmail.com	
E-MAIL ADDRESS	sntanjana@sakhisizwe.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE ..... .NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 ? YES/NO (IF YES  
ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

## **TAX CLEARANCE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1**

**GENERAL TENDER INFORMATION**

<b>CIDB CONTRACTOR GRADING</b>	:	5 CE or Higher
<b>COMPULSORY CLARIFICATION MEETING</b>	:	02 OCTOBER 2025 at 12 noon
<b>VENUE FOR CLARIFICATION MEETING</b>	:	SAKHISIZWE LOCAL MUNICIPALITY
<b>FINAL DATE</b>	:	02 OCTOBER 2025
<b>CLOSING TIME</b>	:	12H00
<b>CLOSING VENUE</b>	:	SAKHISIZWE LOCAL MUNICIPALITY Offices 5556 Mthatha Road Cala
<b>INSTRUCTIONS</b>	:	Bid submission must be submitted in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

**SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1**

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SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
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## Part T1: Tendering Procedures

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SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1 IN WARD 1

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SAKHISIZWE LOCAL MUNICIPALITY

#### INVITATION TO BID

Bids are hereby invited from suitable qualified service providers for the Sakhisizwe Local Municipality projects as per the following description:

Bid Number	Description	Functionality		CIDB Grading	Closing Date	Compulsory Briefing Date
Bid No:SLM/SCM/20/2025/2026	PAVING OF HILLVIEW INTERNAL STREETS	Criteria	Points	5 CE or Higher	02 October 2025 @12H00	25 September 2025 @12H00 in Cala Municipal Hall.
		Previous Experience	30			
		Technical Expertise and Competency	30			
		Plant and Equipment	35			
		Financial Status	05			
		TOTAL	100			

Bidders are to note that a Pre-Qualification evaluation will be undertaken a minimum of 70 points out of 100 must be scored to proceed to the Financial evaluation.

**EQUIRES : Technical Queries L. Tyobeka at ( 045 931 1011) email address: pmutech.sakhisizwe@gmail.com**

Evaluation Criteria 80/20 Price = 80 Specific Goals : INTERNAL STREETS : Black Owned Company 02 Points , Locality 10 Points, Youth Owned Company 08 Points Specific Goals .( attach a full CSD Rereport/statement of Municipal account /proof of residence/Letter from Medical Practitioner confirming disability)

The terms of reference are in the Bid Document.

**OBTAINING OF TENDER DOCUMENT** : Tenser documents are obtained from e-tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)) and Sakhisizwe Website ([www.sim.gov.za](http://www.sim.gov.za))

Completed sealed bids and supporting documents , addressed to the Municipal Manager and Marked with Description of the Projects and bid number must be submitted deposited in the Bid box situated at Budget office Sakhisizwe Municipal offices 15 Maclear Road, Elliot, 5460 not later the date indicated above@12h00 local time at which the tenders will be open in public

Those parities arriving more than 15 minutes after the actual commencement of the briefing meeting will not be allowed to sign the Attendance Register. Prospective bidders that do not attend the compulsory clarification meeting will be deemed non- responsive.

**The following compulsory supporting documents shall accompany your submission:**

- Latest Full CSD Report (Not Older than Three Months).
- Certified ID documents of Directors ( not older than six months)
- Fully completed and signed MBD 1 to 9 ( attached on the tender document).
- Letter of Good Standing.
- CIDB Proof of Registration.
- Bid documents must remain intact.
- Municipal billing clearance certificates or Statement (not older than 3 months)/lease agreement signed both parties lesser and lessee in the case of tendency or accompanied by municipal rates ( not council proof of residence )/services certificates/statement indicating that the owner not the tenant is responsible and that no dispute exists between such bidder and the municipality concerned in respect of any such arrear amount .Bidders who resides within the Sakhisizwe Local Municipality Revenue Section.
- Use of Tippex will render the bid non-responsive.
- Joint Ventures/consortium must provide signed copies of such agreements by both parties and all other returnable documents for each partner to the Joint Venture.
- All copies of supporting documents must be originally certified and not older than six (6) months.
- Failure to complete ALL the supplementary information may result in the bid being deemed non-responsive.

**NB: Failure to meet the above conditions of the bid will lead automatic disqualification .**

The Bidders shall also take note of the following conditions of the bid:

- The Sakhisizwe Local Municipality does not bind itself to accept the lowest tender or any other reserves right to accept the whole or part of the tender thereof.
- Late , faxed ,e-mailed and /or un-signed documents will nor be considered .
- Bids submitted are to hold good for a period of 90 days.
- No tenderers will be considered from the persons in the service of the state.
- The Sakhisizwe Municipality Supply Chain Management Policy will apply.

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**MR . S.G SOTSHONGAYE**

**MUNICIPAL MANAGER**

#### SPECIFIC GOALS

The project will be evaluated based on the 80/20 preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Required document to claim preference points
<b>Locality</b>	10 Points	CSD Report/ Rate Clearance/ Proof of Address
<b>Youth Owned Company</b>	08 Points	CSD Report/ Certified I.D of Directors
<b>Black Owned Company</b>	02 Points	CSD Report/Certified I.D Copy of Director

#### LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Sakhisizwe Local Municipality	10 Points
Within the boundaries of Chris Hani District	06 Points
Within the boundaries of the Eastern Cape	04 Points
Outside the boundaries of the Eastern Cape/ within South Africa	02 Points
Outside South Africa or Failure to provide proof	0 Points

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### T1.1.1 LOCALITY PLAN

The project is located in Hillview Ward 1, Khowa

Coordinates

Start 31°20'12.10"S, 27°50'26.47", End 31°20'10.48"S, 27°50'27.57"E (1200m long)

**Refer to C4,**

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## T1.2 TENDER DATA

### T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za) ). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

#### 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 fulfil his or her duties impartially;*

*6*

*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.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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; and
- 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 totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### F.1.4. **Communication and Employer's Agent**

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be 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**

**F.1.5.1.** 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.

**F.1.5.2.** 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.

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

**F.1.6.3. Proposal Procedure Using the Two-Stage System**

**F.1.6.3.1. Option 1**

*Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.*

**F.1.6.3.2. Option 2**

**F.1.6.3.2.1.** *Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.*

**F.1.6.3.2.2.** *The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.*

**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 the 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.*

**F2.2.2** *The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.*

**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.*

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.2.7. Clarification Meeting**

*Attend, where required, a clarification meeting at which Tenderers may familiarise 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.2.12.3** *An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.*

**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.*

Contractor \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

Employer \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_



- 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 shall 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 notarised 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.

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

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

**F.2.19. Inspections, Tests and Analysis**

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

**F.2.20. Submit Securities, Bonds, Policies, etc.**

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

**F.2.21. Check Final Draft**

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

**F.2.22. Return of Other Tender Documents**

*If so, instructed by the employer, return all retained tender documents within 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.3.1.2.** *Consider any request to make a 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 to pre-qualify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;*
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
- c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*

**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 BBBEE 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 the 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.*

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**F3.9.2** *The employer must correct the arithmetical errors in the following manner:*  
Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

- 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 Specific Goals
- 3) Add the points scored for price and Specific Goals.

##### **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.

##### **F.3.11.6. Decimal Places**

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

##### **F.3.11.7. Scoring Price**

Score the 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 the 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 F1 as stated in the Tender Data.

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

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

**F.3.11.8. Scoring Preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9. Scoring Functionality**

The score for quality will be calculated based on the assessment of the submitted returnable and as per the score card below. The score for quality is to be calculated using the following formula:

$$Wq = W2 \times So / Ms$$

where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration Ms is the maximum possible score for quality in respect to the submission, which equals 70.

**Stage 1: Scoring quality (functionality)**

Only tenderers who will achieve a score of more than 70 points of the total available points will qualify for stage two of the evaluation.

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

**Points**

- |                                      |      |
|--------------------------------------|------|
| 1. Relevant Experience of Enterprise | = 30 |
| 2. Experience of Key Personnel       | = 30 |
| 3. Plant and Equipment               | = 35 |
| 4. Financial Status                  | = 05 |

**FUNCTIONALITY SCORING**

DETAILS	Total Max Points	Item Max Points
<b>Criteria 1: Experience of company (30)</b>	<b>30</b>	
5 or more appointment letters and completion certificates		30
4 appointment letters and completion certificates		20
3 appointment letter and completion certificates		10
If tenderer has completed less than 3 projects		0
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience. Similar projects are Roads Projects (surfaced or unsurfaced) and/or bridge construction/ rehabilitation projects with project value of R1 500 000 or more completed in the last 5 years. For bidders to earn points, the projects must be for a Local, Provincial or National Authority.		
<b>Criteria 2: Experience of Site Personnel (30)</b>		
<b>2.1 Contracts Manager</b>	<b>10</b>	
If CM has 10 years post grad experience and has relevant qualifications		10
If CM has 7 years post grad experience and has relevant qualifications		8
If CM has 5 years post grad experience and has relevant qualifications		6
If CM has less than 5 years post grad experience, regardless qualifications		0
Note: The CV and certified copies of Academic Qualifications of the proposed CM must be submitted. <b>(The required minimum qualification for the Contracts Manager is a Bachelors Degree/ NQF 7 or better qualification in any of the following disciplines Civil Engineering or Construction Management. CM must be registered with ECSA as a Professional Technologist or with SACPCMP as a Project Manager)</b>		
<b>2.2 Site Agent (SA)</b>	<b>10</b>	
If SA has 10 years post grad experience and has relevant qualifications		10
If SA has 7 years post grad experience and has relevant qualifications		8
If SA has 5 years post grad experience and has relevant qualifications		6
If SA less than 5 years post grad experience, regardless of qualification		0
Note: Tenderers must submit profiles of 1 site agent for the project. The CV and certified copies of Academic Qualifications of the proposed site agent must be submitted. <b>(The required minimum qualification for the Site Agent is a National Diploma/ NQF 6 or better in any of the following disciplines (Civil Engineering or Construction Management))</b>		
<b>2.3 General Foreman (GF)</b>	<b>5</b>	
If GF has proven site experience on Civil Engineering projects for 10 years or more		5
If GF has proven site experience on Civil Engineering projects for 7 years or more		4
If GF has proven site experience on Civil Engineering projects for 5 years or more		2
If GF has proven site experience on Civil Engineering projects for less than 5 years		0
Note: Tenderers must submit profile of a foremen for the project. The CV and certified copies of Academic Qualifications (Minimum Grade 12) and experience of the proposed GF must be submitted. The number of years of experience to be clearly shown on the CV.		

DETAILS	Total	Item
<b>2.4 Health &amp; Safety Officer (OHS)</b>	<b>5</b>	
If OHS Officer has a Diploma qualification in safety management or better, registration with SAMTRAC/SACPCMP and 10 years of experience in Construction Projects		5
If OHS Officer has a Diploma qualification in safety management or better, registration with SAMTRAC/SACPCMP and 5 years of experience in Construction Projects		4
If OHS Officer has a Diploma qualification in safety management or better, registration with SAMTRAC/SACPCMP and 3 years of experience in Construction Projects		3
If OHS Officer is not registered with SAMTRAC/SACPCMP or has less than 3 years experience		0
Note: The CV showing experience and certified copies of Academic Qualifications and Professional Registrations of the proposed OHS officer must be submitted		
<b>Criteria 3: Plant and Equipment (35)</b>		
<b>Plant and equipment</b>	<b>35</b>	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below and chooses to hire some or all of the required plant, then the points indicated will be awarded at 70% of the stated points for any of the relevant items of plant or equipment hired. Points for hired plant will be allocated if an original letter of Intent is attached from a Plant Hire Company on letter head and signed by both parties.		
Tenderers are to attach original or certified copies of e-Natis statement for plant owned or hired as proof of ownership.		
Details of owned and hired plant and equipment are to be submitted.		
1 x Motor Grader		6
1 x Water truck		5
4 x 10m <sup>3</sup> Tipper trucks (2x each truck)		8
1 x 20t Excavator		8
1 x Grid-roller and 4x4 Tractor or 1 x self –propelled vibrator roller (15t)		3
1 x TLB		3
1 x Concrete mixer		2
<b>Criteria 4: Financial Resources (10)</b>		
<b>4.1 Financial Status (Bank Ratings)</b>	<b>5</b>	
Note: Tenderers are required to attach an Original or Certified Copy of a Bank Rating Certificate from a Registered Financial Institution for a minimum amount of R2,000,000.00:		
Undoubted for the amount of your enquiry (Code A)		5
Good for the amount of your enquiry (Code B)		4
Good for the amount quoted, if strictly in the way of business (Code C)		3
Fair trade risk for the amount of your enquiry (Code D)		2
Figures considered too high (Code E)		0
<b>TOTAL POINTS FOR QUALITY</b>	<b>100</b>	

The scores of the evaluators will then be averaged, weighed, and totaled to obtain the final score for quality.

NB: Bidders are required to submit supporting documents to score full point. Only bidders who score a minimum score of 70 points (70%) shall be considered for further evaluation. Bidders who fail to score a minimum score of 70 points shall be disqualified and will not be considered for further evaluation.

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

**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 participation 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.3.11. 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. The successful tenderer will be notified if no appeals are received.*

**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.*

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



**F.3.19. Transparency in the procurement process**

- F3.19.1** *The CIDB prescripts require that tenders must be advertised and be registered on the CIDB 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.*

**Alpha-numerics associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b>
<i>1 (class of construction works)</i>	<i>1</i>	<i>500 000</i>
<i>2 (class of construction works)</i>	<i>2</i>	<i>1 000 000</i>
<i>3 (class of construction works)</i>	<i>3</i>	<i>3 000 000</i>
<i>4 (class of construction works)</i>	<i>4</i>	<i>6 000 000</i>
<i>5 (class of construction works)</i>	<i>5</i>	<i>10 000 000</i>
<i>6 (class of construction works)</i>	<i>6</i>	<i>20 000 000</i>
<i>7 (class of construction works)</i>	<i>7</i>	<i>60 000 000</i>
<i>8 (class of construction works)</i>	<i>8</i>	<i>200 000 000</i>
<i>9 (class of construction works)</i>	<i>9</i>	<i>No limit</i>

**TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.**

<b>CIDB Class of Construction</b>	
CE	Civil Engineering
EB	Electrical Engineering Work - Building
EP	Electrical Engineering Work - Infrastructure
ME	Mechanical Engineering
GB	General Building
SB	Asphalt Works (Supply and Lay)
SC	Building Excavations, Shaft Sinking and Lateral Earth Support
SD	Corrosion Protection (Cathodic, Anodic and Electrolytic)
SE	Demolition and Blasting
SF	Fire Preventions and Protection Systems
SG	Glazing, Curtain Walls and Shop Fronts
SH	Landscaping and Horticulture Works
SI	Lifts, Escalators and Travellators (installation, commissioning and maintenance)
SJ	Piling and specialized foundations for buildings and structures
SK	Road Marking and Signage
SL	Structural Steel Fabrication and Erection
SM	Timber Buildings and Structures
SN	Waterproofing of basements, roofs and walls using specialist equipment
SO	Water Supply and Drainage for buildings (wet services, plumbing)
SQ	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.

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

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

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

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

Clause No.	Variation, Amendment or Addition
------------	----------------------------------

<b>F.1</b>	<b>General</b>
------------	----------------

<b>F.1.1</b>	<b>Actions</b>
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*Add the following to the end of **Clause F.1.1**:*

The Employer is SAKHISIZWE LOCAL MUNICIPALITY, represented by Mr Lwando Tyobeka  
(E-mail: [pmutech.sakhisizwe@gmail.com](mailto:pmutech.sakhisizwe@gmail.com) )

<b>F.1.2</b>	<b>Tender Documents</b>
--------------	-------------------------

*Add the following to the end of **Clause F.1.2**:*

"The Tender Document for this Contract comprises the following:

Not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2011).

### VOLUME 1: ISSUED TO TENDERERS:

#### The Tender

##### T1: Tendering Procedures

T1.1 to T1.2

##### T2: Returnable Documents

T2.1 to T 2.22

#### The Contract

##### C1: Agreements and Contract Data

C1.1 to C1.8

##### C2: Pricing Data

C2.1 to C2.2

##### C3: Scope of Works

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

##### C4: Site and Other Information

C4.1 to C4.2

**VOLUME 2: ISSUED TO TENDERERS**

Book of Drawings (as listed in C4.5.4)

**F.1.4 Communication and Employer's Agent**

*Add the following to the end of **Clause F.1.4**:*

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: **BI Infrastructure Consultants (Pty) Ltd** (represented by Mr Fortune Dube)

Address: 42A Montgomery Drive  
Athlone  
PIETERMARITZBURG  
3201

Telephone No: [033] 345 4125  
Fax No.: [033] 345 3883  
Email: [fortune@biiconsultants.co.za](mailto:fortune@biiconsultants.co.za)

Tender and Technical Queries must be directed to Mr Jerome Mduduzi Ndlovu

Telephone No: [078] 990 0331  
Fax No.: [033] 345 3883  
Email: [mduduzij@biiconsultants.co.za](mailto:mduduzij@biiconsultants.co.za)

**F.2 Tenderer's Obligations**

**F.2.1 Eligibility**

**F.2.1.1** *Add the following to the end of **Clause F.2.1.1**:*

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

1. Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than **5CE** class of construction work, are eligible to submit a tender offer.

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

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

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

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

### C. National Treasury Central Supplier Database Registration

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

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

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

### D. Attendance of Compulsory Site Briefing

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

### E. Time for Completion of the Contract

The time for completion of the contract is stated in sub clause 2.6 of the Contract Data.

### F. Tenderer's Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.

Each party to a Consortium/Joint Venture<sup>2</sup> shall submit a separate Tax Clearance PIN Number and/or Tax Number.

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

### F.2.7 Clarification Meeting

Add the following to the end of **Clause F.2.7**:

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

### F2.10.3 Pricing the Tender Offer

Delete the contents of **Clause F.2.10.3** and replace with the following:

This tender is **NOT** subject to Contract Price Adjustment.

### F.2.12 Alternative Tender Offers

Delete the contents of **Clause F.2.12** and replace with the following:

No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.

### F.2.13 Submitting a Tender Offer

#### F.2.13.2 Delete the contents of **Clause F.2.13.2** and replace with the following:

"Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.

Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1:List of Returnable Schedules, this shall be placed in a file labelled "Supporting Documentation", and further labelled in accordance with F2.13.5 of T1.2:Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.

Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink."

#### F.2.13.3 Add the following at the end of **Clause F.2.13.3**:

"Number of copies required is One (1) original and one (1) complete copy."

Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled but must be submitted in the original format in which they were issued by the Employer."

#### F.2.13.4 Add the following after the first sentence of **Clause F.2.13.4**:

"The tender shall be signed by a person duly authorised to do so."

#### F.2.13.5 Add the following after the first sentence of **Clause F.2.13.5**:

"The Employer's address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:

**Location of tender box:** SAKHISIZWE LOCAL MUNICIPALITY

**Physical address:** 5556 Mthatha Road, Cala

**Identification details:** BID NO. SLM/SCM/20/2025/2026: PAVING OF HILLVIEW  
INTERNAL STREETS IN WARD 1

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.2.13.6** Delete the contents of **Clause F.2.13.6** and replace with the following:

"A two-envelope Procedure as described in **Clause F.3.5** will **not** be followed."

**F.2.15** Closing Time 12h00

**F.2.15.1** Add the following to the end of **Clause F.2.15.1**:

"The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender"

**F.2.16** Tender Offer Validity

**F.2.16.1** Add the following to the end of **Clause F.2.16.1**:

"The tender offer validity period is 120 days."

**F.2.16.2** Add the following to the end of **Clause F.2.16.2**:

"The maximum extension on the tender offer validity period is 90 days."

**F.2.17** Clarification of Tender Offer after Submission

Add the following to the end of **Clause F.2.17**:

"A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."

**F.2.23** Certificates

Add the following to the end of **Clause F.2.23**:

"The Tenderer is required to submit the following certificates with the tender as per requirements of **Clause F.2.13.2**:

**A. Certificate of Contractor Registration (CIDB)**

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 64).

**B. Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document B2 in Part T2, page 65).

**Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.**

**C. Bargaining Council Certificates**

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

**D. BBBEE Certificate**

24

Joint Venture shall submit a consolidated BBBEE Certificate of the new Legal Entity.

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

### F.3 The Employer's Undertakings

#### F.3.1 Respond to Requests from the Tenderer

##### F.3.1.1 *Delete the contents of **Clause F.3.1.1** and replace with the following:*

"The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents."

#### F.3.4 Opening of Tender Submissions

##### F.3.4.1 *Add the following to the end of **Clause F.3.4.1**:*

The time and location for opening of the tender offers is:

Time : **As Per Tender Advert**

Location : **SAKHISIZWE LOCAL MUNICIPALITY**

#### F.3.5 Two-envelope system

*Delete the contents of **Clause F.3.5** and replace with the following:*

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

*Add the following to the end of **Clause F.3.7**:*

"Tenderers will be disqualified if any if,

- a) Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector
- b) If the Tender has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.
- c) If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"

#### F.3.8 Test for Responsiveness

##### F.3.8.2 *Add the following to the end of **Clause F.3.8.2**:*

"Tenders will also be considered non-responsive if:

- a) The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended.
- b) The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1.
- c) If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.
- d) The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment.
- e) There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."



### F.3.11 Evaluation of Tender Offers

#### F.3.11.1 General

*Add the following to the end of **Clause F.3.11.1**:*

“The Procedure for the evaluation of responsive tenders is **Method 1: Price and Preference**. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 60 points in order to qualify for further evaluation.”

#### F.3.11.7 Scoring Price

*Add the following to the end of **Clause F.3.11.7**:*

“For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.”

#### F.3.11.8 Scoring Preferences

*Add the following to the end of **Clause F.3.11.8**:*

“For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations.”

### F.3.16 Notification to unsuccessful tenderers

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

“If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, SAKHISIZWE LOCAL MUNICIPALITY. The format of the appeal must:

- a) set out the reasons for the appeal
- b) state in which way the appellant’s rights have been affected by the decision
- c) state the remedy sought
- d) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of SAKHISIZWE LOCAL MUNICIPALITY’s acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of SAKHISIZWE LOCAL MUNICIPALITY’s appeals process.”

### F.3.17 Provide Copies of the Contracts

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

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

## T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

### T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B4: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

### T.1.2.3.2 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.

### T.1.2.3.3 Imbalance in Tendered Rates

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

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

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

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

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**T.1.2.3.4 Community Liaison Officer**

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community.

**T.1.2.3.5 Labour Intensive Construction / Use of Local Labour**

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

- Relocation of existing fences
- Traffic control
- Packing of gabion stone for gabion walls and mattresses
- Construction of stone pitched / concrete lined stormwater channels
- Construction of concrete lined drains
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- Installation of GUARDRAILS
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. It should be noted that this rate is subject to adjustments to take into account inflation and other factors.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy.

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## Part T2: Returnable Documents

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	<u>Page</u>
T2.1 List of Returnable Documents	28
T2.2 Returnable Schedules	30-63

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

SCHEDULE	DESCRIPTION	PAGE	ATTACHED
	Returnable documents required for tender evaluation purposes		YES/NO
Schedule A	<b>Documents incorporated in this tender document that must be completed and signed by all tenderers</b>		
A1	Clarification Meeting Certificate	28	
A2	Authority to Sign Documents	29	
A3	Certificate or Authority for Joint Ventures and JV Agreement	30	
A4	Financial Status (Bank Ratings)	31	
A5	Preliminary Programme	32	
A6	Locality	33	
A7	Schedule of Work Experience of Tenderer	34	
A8	Letter of intent to provide Performance Guarantee	35	
A9	Proposed Key Personnel of Enterprise	36	
A10	Schedule of Construction Plant	37	
A11	Company Registration Documents	38	
A12	ID Copies for Members	39	
A13	Alterations / Amendments by Tenderer	40	
A14	Record of Addenda to Tenderers	41	
A15	Declaration of Interest (MBD4)	42	
A16	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MDB6.1)	44	
A17	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	48	
A18	Certificate of Independent Tender Determination (MBD 9)	49	
A19	Form concerning fulfilment of the construction regulations 2014	53	
Schedule B	<b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>		
B1	CIDB Contractor Registration Certificate	55	
B2	Tax Clearance Certificate & Verification Pin	56	
B3	BBBEE Certificate or Affidavit	57	
B4	Proof of Central Supplier Database (CSD) registration	58	
B5	Letter of Good Standing	59	
Schedule C	<b>Other Documents that will form part of The Contract</b>		
C1.1	Form Of Offer And Acceptance	61	
C1.2	Contract Data	66	
C1.3	Tenderer's Direct Participation of Targeted Labour	72	
C1.4	Tenderer's Direct Participation of Targeted Enterprises	75	
C1.5	Proforma Performance Guarantee	77	
C1.6	Occupational Health And Safety Agreement	80	
C2.1	Pricing Instructions	85	
C2.2	Pricing Data and Bill of Quantities	86	
C5	Drawings	153	

**Contractor** \_\_\_\_\_ **Witness 1** \_\_\_\_\_ **Witness 2** \_\_\_\_\_ **Employer** \_\_\_\_\_ **Witness 1** \_\_\_\_\_ **Witness 2** \_\_\_\_\_

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK**

**T2.2    RETURNABLE SCHEDULES**

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## A1. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We\* .....

of (tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we\* am/are\* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my/our\* tender.

\*Delete whichever is inapplicable

### SIGNED BY/ON BEHALF OF SAKHISIZWE LOCAL MUNICIPALITY:

NAME

SIGNATURE

DATE

### SIGNED BY/ON BEHALF OF THE TENDERER:

NAME

SIGNATURE

DATE

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

A2. AUTHORITY TO SIGN DOCUMENTS

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

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

.....  
.....

\*Delete whichever is inapplicable

1.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

2.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

WITNESSES:

1.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

2.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE



SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

### A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

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

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

### JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

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#### A4. FINANCIAL STATUS (BANK RATINGS)

Bidders are required to attach a Financial Status – Bank Rating of the company

Note: Tenderers are required to attach an Original or Certified Copy of a Bank Rating Certificate from a Registered Financial Institution for a minimum amount of R2,000,000.00:
--

Undoubted for the amount of your enquiry (Code A)
---

Good for the amount of your enquiry (Code B)
--

Good for the amount quoted, if strictly in the way of business (Code C)
---

Fair trade risk for the amount of your enquiry (Code D)
---

Figures considered too high (Code E)
--------------------------------------

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

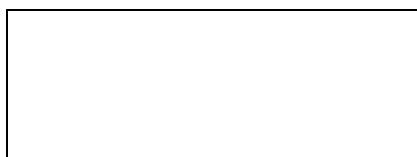
DATE

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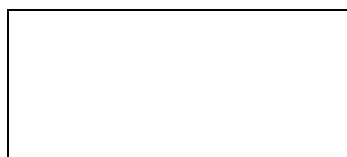
## A5. PRELIMINARY PROGRAMME

The tenderer must attach hereto the preliminary programme.

SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

---

SAKHISIZWE LOCAL MUNICIPALITY  
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## A6. LOCALITY

The tenderer must attach hereto Municipal Rates Statement and Lease Agreement as proof of office location not older than 3 months.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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## A7. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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## A8. LETTER OF INTENT TO PROVIDE PERFORMANCE GUARANTEE

The tenderer should attach Letter of intent to provide Performance Guarantee here.

Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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## A9. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		HDI Status Yes/No	Relevant Certified Certificates  Yes/No
		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION		
Contracts Manager					
Site Agent					
General Foreman					
Health & Safety Officer (OHS)					

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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### A10. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall indicate if plant is OWNED or HIRED.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	Owned / Hired

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE



SAKHISIZWE LOCAL MUNICIPALITY  
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## A11. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
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## A12. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
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### A13. ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to Clause F3.8.2 on page 10 of the Standard Conditions of Tender in the Tender Data, regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE

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#### A14. RECORD OF ADDENDUM TO BID DOCUMENTS

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

**SAKHISIZWE LOCAL MUNICIPALITY**  
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**PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1**

**A15. DECLARATION OF INTEREST (MBD 4)**

- 1.No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>):.....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?..... **YES / NO**
- 3.8.1 If yes, furnish particulars. ....
- .....
- 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**

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

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

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

3.10.1 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

**SIGNED BY/ON BEHALF OF TENDERER:**

**POSITION**

**SIGNATURE**

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
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PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## A16. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and  
(b) Specific Goals.  
Specific goals

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

#### 3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.1.1. POINTS AWARDED FOR PRICE

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



Table 1: Specific goals for the tender and points claimed are indicated per the table below.

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Required document to claim preference points
<b>Locality</b>			CSD Report/ Rate Clearance/ Proof of Address
Within the boundaries of Sakhisizwe Local Municipality	10 Points		
Within the boundaries of Chris Hani District	06 Points		
Within the boundaries of the Eastern Cape	04 Points		
Outside the boundaries of the Eastern Cape/ within South Africa	02 Points		
Outside South Africa or Failure to provide proof	0 Points		
<b>Youth Owned Company</b>	08 Points		CSD Report/ Certified I.D of Directors
<b>Black Owned Company</b>	02 Points		CSD Report/Certified I.D Copy of Director

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions
- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

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

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

- 1.7. A bid will be disqualified if:
  - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
  - this declaration certificate is not submitted as part of the bid documentation.
2. Definitions
- 2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;
- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____ %	
_____ %	
_____ %	

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	

Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Sakhisizwe Local Municipality):  
.....

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(a) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

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

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

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

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

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

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

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

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

MBD 7.1

## A17. CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### B1. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

DATE .....

## CONTRACT FORM - PURCHASE OF GOODS/SERVICES

### B2. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of  
goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	() BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## A18. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	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)?  <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	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	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**

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

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

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

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

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

BID NO. SLM/SCM/20/2025/2026: PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1  
(Bid Number and Description)

in response to the invitation for the bid made by:

SAKHISIZWE LOCAL MUNICIPALITY  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of .....that:  
(Name of Bidder)

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## A20. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

- Proposed approach to achieve compliance with the Regulations  
(Tick)

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

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

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

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

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

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

.....

.....

.....

.....

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

(Tick)

YES	
NO	

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
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## B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
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## **B2. TAX CLEARANCE COMPLIANCE STATUS (PIN) CERTIFICATE (MBD 2)**

The tenderer shall attach hereto a valid Tax Clearance Compliance Status (Pin) Certificate from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Compliance Status (Pin) Certificate.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**



SAKHISIZWE LOCAL MUNICIPALITY  
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### **B3. B-BBEE CERTIFICATE / AFFIDAVIT**

The tenderer must attach hereto a B-BBEEE Certificate issued by an authorised body as per the Preferential Procurement Regulations. Alternatively, qualifying enterprises can submit a sworn affidavit declaring their B-BBEE status. Joint ventures are required to submit a consolidated certificate for the entity.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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#### **B4. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION**

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report.

**SIGNED BY/ON BEHALF OF TENDERER**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
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## **B5. LETTER OF GOOD STANDING (COID)**

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

## Part C1: Agreements and Contract Data

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SAKHISIZWE LOCAL MUNICIPALITY  
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## C1.1. Form of Offer and Acceptance Offer

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

**CONTRACT NO.: SLM/SCM/20/2025/2026 – PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1**

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

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

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

.....

..... RAND (in words);

R ..... (in figures)

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

**SIGNED ON BEHALF OF/BY THE TENDERER:**

NAME

SIGNATURE

CAPACITY

DATE

**Name and address of Organisation:**

**SIGNED BY WITNESS:**

NAME

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: Agreement and Contract Data (which includes this Agreement)

Part C2: Pricing Data

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

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

SAKHISIZWE LOCAL MUNICIPALITY

5556 Mthatha Road

Cala

5455

### SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

## Schedule of Deviations

### Notes:

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

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

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

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

---

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED ON BEHALF OF/BY SAKHISIZWE LOCAL MUNICIPALITY:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**



SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## CONFIRMATION OF RECEIPT

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

the .....(day) of ..... (month) ..... (year)

at ..... (place)

### SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

### SIGNED BY WITNESS:

NAME

SIGNATURE

SAKHISIZWE LOCAL MUNICIPALITY  
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## C1.2. Contract Data

### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

#### CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

##### **Clause 1.1.1.13: Defects Liability Period**

The defects liability period is a period of **6 months**, measured from the date of the Certificate of Completion.

##### **Clause 1.1.1.14: Due Completion Date**

The date for achieving Practical Completion is a date **eight (7) months** after the Commencement Date.

##### **Clause 1.1.1.15: Employer**

The **Employer** is Sakhisizwe Local Municipality represented by Mr S.G. Sotshongaye and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

##### **Clause 1.1.1.16: Employer's Agent**

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, BI Infrastructure Consultants (Pty) Ltd acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer's Agent is: BI Infrastructure Consultants (Pty) Ltd or their successors duly appointed by the Employer.

##### **Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is Re-measurement Contract.

##### **Clause 1.1.1.28: Scope of Work**

*Replace with the following:*

**"Scope of Work"** means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

**Clause 1.1.1.34: Writing**

**Add the following Clause after Clause 1.1.1.34**

**1.1.1.35 "Drawings"** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

**Clause 1.2.1.2: Notices**

The name of the Employer is	:	Sakhisizwe Local Municipality
The address of the Employer is	:	5556 Mthatha Road CALA 5455
The name of the Employer's Agent is	:	BI Infrastructure Consultants (Pty) Ltd
The address of the Employer's Agent is	:	42A Montgomery Drive Athlone PIETERMARITZBURG 3201

**Clause 1.3.5: Contractor's Copyright**

*Add the following to Clause 1.3.5:*

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 3.2.3: Employer's Approval Required**

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

**Clause 4.3: Legal Provisions**

*Add the following Clauses after Clause 4.3.2:*

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

### **Clause 5.3: Commencement of Works**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

### **Clause 5.4: Access to the Site**

*Add the following clause after Clause 5.4.3:*

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

### **Clause 5.6.1: Programme of Works**

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

### **Clause 5.8: Non-Working Times**

The special non-working days is Saturday, Sunday, the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

### **Clause 5.9: Instructions**

*Add the following Clauses after Clause 5.9.7:*

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer's Agent shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

### **Clause 5.12.2.2: Extension of Time**

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	7 days	May	2 days	September	3 days
February	6 days	June	1 days	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer's Agent such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

---

**Clause 5.12.3: Adjustment to General Items**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.8.

**Clause 5.13.1: Penalty for Delay**

The penalty for failing to complete the Works on time is **R 2 500.00** per calendar day.

**Clause 6.2: Security**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.

The Proforma Performance Guarantee shall be worded as set out in the document included in C1.5.

The liability of the guarantee shall be for 10% of the Contract Price.

**Clause 6.8.2: Contract Price Adjustment**

*Add the following to Clause 6.8.2:*

The Contract Price shall not be subject to contract price adjustment.

**Clause 6.10.1.5: Interim Payments – Materials on Site**

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

**Clause 6.10.3: Retention Money**

*Add the following to Clause 6.10.3:*

The percentage retention on the amounts due to the Contractor is **10% (ten percent)**. The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

**Clause 6.10.5: Payment of Retention Money**

*In the second line, delete the words “ ... one half of the retention money shall become due and paid to the Contractor when the Employer's Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Employer's Agent ..” and replace with the words “.. the full limit of retention money shall be held until the Employer's Agent ...”*

**Clause 6.10.5.1**

*In the sixth line, delete the words “ ... of the second half ...”*

**Clause 8.6.1: Insurances**

**Clause 8.6.1.1.2**

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.1.3**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.3**

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

**Clause 8.6.1.5: Additional Insurance**

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6: Proof of Payment**

*Add the following:*

The contractor shall within 14 days of the Commencement Date provide the Employer/Employer's Agent the relevant policy or policies of insurance.

**Clause 9.2.1: Termination by the Employer**

*Add the following Clauses after Clause 9.2.1.3.7:*

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10.5 and 10.6: Dispute Resolution**

Dispute resolution shall be by ad-hoc adjudication.

**ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

**Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 12: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer's Agent.

## Part 2: Data Provided by the Contractor

### Clause 1.2.1: Delivery of Notices

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:.....

Fax:.....

Email: .....

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## C1.3. Tenderer's Direct Participation of Targeted Labour

### Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

#### 1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

##### 1.1 Targeted Labour

Individuals, employed by the contractor and his / her targeted enterprise in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

##### 1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 3 months.

##### 1.3 Target Area

For this project, the target area is defined as **Ward 01** of the **Hillview** Area.

##### 1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of **10%** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

### Labour Intensive Construction / Use of Local Labour

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

- Relocation of existing fences
- Packing of gabion stone for gabion mattresses
- Construction of stone pitched drains
- Installation of subsurface drainage system
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs
- General cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy



## 2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 4) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

## 3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

### 3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

## 4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_0) \times N_A$$

Where  $D$  = tendered Contract Participation Goal percentage.

$D_0$  = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

$N_A$  = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)

$P$  = Rand value of penalty payable

## 5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of ..... % (minimum: **10%**) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature: .....

Name: .....

Duly authorized to sign on behalf of:  
.....

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		<b>Total</b>	

\*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff is considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## C1.4. Tenderer's Direct Participation of Targeted Enterprises

### Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

#### 1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

##### 1.1 Targeted Enterprise

Targeted Enterprises are those majority Black-owned SMMEs whose primary area of operation is within the SAKHISIZWE LOCAL MUNICIPALITY boundary. Where there are no suitable targeted enterprises within SAKHISIZWE LOCAL MUNICIPALITY boundary that can be engaged to supply particular goods and services required a suitable majority Black-owned SMME whose primary area of operation is within the Chris Hani District boundary will be accepted as a targeted enterprise.

#### 2. Conditions associated with the Contract Participation Goals (CPG)

The tenderer undertakes to:

- 1) Appoint targeted enterprises to undertake a minimum of **20 %** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) Accept the sanctions set out in Section 4 below should such conditions be breached.

#### 3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

##### 3.3 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Net Amount (NA) and not calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

#### 4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$\begin{aligned} \text{Where } P &= 0,50 \times (D - D_o) \times NA \\ D &= \text{Tendered Contract Participation Goal percentage.} \\ D_o &= \text{the contract participation goal which the employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.} \\ NA &= \text{Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist subcontractors, expenditure specified by the Employer's Agent for items with no local labour content and specialist contractors excluding vat)} \\ P &= \text{Rand value of penalty payable} \end{aligned}$$

**5. Contract Participation Goal in respect of targeted enterprises**

I/We hereby tender a Contract Participation Goal of ..... % (minimum: **20%**).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

.....

Name:

.....

Duly authorized to sign on behalf of: .....

Telephone:.....

Fax:.....

**6. Supporting contract participation goal calculation**

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
Total			

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## C1.5. Proforma Performance Guarantee

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means: .....

Physical address: .....

"Employer" means: SAKHISIZWE LOCAL MUNICIPALITY

"Contractor" means: .....

"Employer's Agent" means: BI Infrastructure Consultants (Pty) Ltd

"Works" means: .....

"Site" means: .....

"Contract: means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: .....

### CONTRACT DETAILS

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

### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**SIGNED AT:**.....

**GUARANTOR (1)**

**SIGNATURE**

**DATE**

**CAPACITY**

**GUARANTOR (2)**

**SIGNATURE**

**DATE**

**CAPACITY**

**WITNESS (1)**

**SIGNATURE**

**WITNESS (2)**

**SIGNATURE**

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## C1.6. Occupational Health and Safety Agreement

### AGREEMENT MADE AND ENTERED INTO BETWEEN SAKHISIZWE LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....

representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

+  
COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

#### **SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

--

NAME

--

SIGNATURE

--

DATE

#### **SIGNED BY WITNESS:**

--

NAME

--

SIGNATURE

--

DATE



Signed at ..... on the ..... day of ..... 20.....

**SIGNED BY/ON BEHALF OF SAKHISIZWE LOCAL MUNICIPALITY**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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## Part C2: Pricing Data and Bill of Quantities

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SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## C2.1. Pricing Instructions

### 1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and comply in general with the measurement and payment clauses of the Standardized Specifications, the Project Specifications and the Particular Specifications, read together with the relevant clauses of the Scope of Work and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The following will be applicable to activities related to the Expanded Public works programme (EPWP);

- 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 parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities that must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made if they are not constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was not done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

### 3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are the estimated quantities of work to be done and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

### 4. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

## **5. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.

## **6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

## **7. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Conditions of Tender.

## **8. MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 49 of the General Conditions of Contract 2004, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## C2.2. Bill of Quantities

SCHEDULE	DESCRIPTION	PAGE NO.
A	PRELIMINARIES AND GENERALS	101-104
B	ROAD WORKS	104-105
C	STORMWATER DRAINAGE	106-108
D	ANCILLARY WORKS	108
E	TOTAL SUMMARY	109

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
1,00		<b>SECTION 1: PRELIMINARY &amp; GENERAL</b>				
<b>1.1</b>	SABS 1200 A 8,30	<b><u>Fixed-charge items</u></b>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2		<b>Establish facilities on the Site</b>				
1.1.2.1	8.3.2.1	Facilities for Contractor	Sum	1		
1.1.3	8.3.3	<b>Other fixed-charge obligations</b>	Sum	1		
1.1.4	PSA	Allowance for Contractors initial obligations in respect of the Occupational Health and Safety Act and latest Construction Regulations	Sum	1		
1.1.5	8.3.4	Removal of Site establishment on completion	Sum	1		
<b>1.2</b>		<b><u>Time-related items</u></b>				
1.2.1	8.4.1	Time related obligations	Month	8		
		Allowance for Contractor's time related obligations in respect of the Occupational Health and Safety Act and latest Construction Regulations	Month	8		
		Allowance for provision of construction safety officer	Sum	1		
		Allowance for submission of the Health and Safety File/Plan	Sum	1		
1.2.2		<b>Establish facilities on the Site</b>				
1.2.3	8.4.2.3	Facilities for Contractor	Sum	1		
<b>1.3</b>		<b><u>Sums Stated Provisionally by Engineer</u></b>				
1.3.3		Nameboard as specified by engineer	No.	1		
1.3.4	PS1.6.5	Community Liaison Officer for duration of contract	Month	7		
1,3,5		Allowance for in-service training for local student	Month	7		
1,3,6		Allowance for Project Steering Committee (PSC) x 5 members @ R350/m	Month	7		
1,3,7		Dealing with Existing services (Provisional)	Prov Sum	1	80 000,00	80 000,00
<b>TOTAL CARRIED FORWARD</b>						

TOTAL BROUGHT FORWARD						
1.3.6		Control tests by independent laboratory when ordered by Engineer	Prov Sum	1	20 000,00	20 000,00
1.3.9		Percentage mark-up on items 1.3.1 to items 1.3.8 above	%	100 000		
<b>1.4</b>	8,8	<b><u>Temporary works</u></b>				
1.4.1	8.8.2	Accommodation of traffic	Sum	1		
1.4.2	8.8.3	Maintaining property driveway access and reinstatement of driveway access upon completion	Sum	1		
<b>1.5</b>	8.8.4	<b><u>Existing services</u></b>				
1.5.1		Location:				
1.5.2		Relocation of services	Prov Sum	1	60 000,00	60 000,00
1.5.4		Excavate by hand in soft to expose services	m³	25		
1,5,5	<b>PES15</b>	<b>CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (as per C3,5,2)</b>				
		Allowance for compliance with Environmental Management Plan	Prov Sum	1	250 000,00	250 000,00
<b>1.6</b>		<b><u>Setting out of the works</u></b>	Sum	1		
<b>1.7</b>	<b>PS 1.3.2.3</b>	<b><u>Accredited Training</u></b>				
1.7.1		Allowance for targeted labour in formal training and administration	Prov Sum	1	150 000,00	150 000,00
TOTAL CARRIED FORWARD						

<b>TOTAL BROUGHT FORWARD</b>						
1.8		<b>Dayworks (Provisional Amounts)</b>	Prov Sum	1	30 000,00	30 000,00
		Plant & Labour: (As per Plant Schedule)				
		Percentage Mark-up on item 1.8 above	%	30 000		
1.8.1		Personnel during normal working hours				
		(a) Unskilled labour	hr			Rate only
		(b) Semi-skilled labour	hr			Rate only
		(c) Skilled labour	hr			Rate only
		(d) Ganger	hr			Rate only
		(e) Flagmen	hr			Rate only
1.8.2		Personnel outside normal working hours				
		(a) Outside normal working hours and Saturdays				
		(i) Unskilled labour	hr			Rate only
		(ii) Semi-skilled labour	hr			Rate only
		(iii) Skilled labour	hr			Rate only
		(iv) Ganger	hr			Rate only
		(v) Flagmen	hr			Rate only
1.8.3		(b) Sundays and public holidays				
		(i) Unskilled labour	hr			Rate only
		(ii) Semi-skilled labour	hr			Rate only
		(iii) Skilled labour	hr			Rate only
		(iv) Ganger	hr			Rate only
		(v) Flagmen	hr			Rate only
1.8.4		Plant				
		(a) Grader (CAT 140G or similar)	hr			Rate only
		(b) Pedestrian Roller (Bomag BW 90 or similar)	hr			Rate only
		(c) Water truck (5000 litres)	hr			Rate only
		(d) Tipper truck, 10.0 m3	hr			Rate only
		(e) Backhoe TLB type (Cat 428 or equivalent)	hr			Rate only
		(f) Dewatering pump including generators	hr			Rate only
		(g) Compressor including hoses and tools (180cfm)	hr			Rate only
<b>SECTION 1 TOTAL CARRIED TO SUMMARY</b>						



ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2		<b>SECTION 2 : ROADWORKS</b>				
2,1 2.1.1	SABS 1200 C 8,2,1	<b>SITE CLEARANCE</b> Clear and grub full road reserve width Clearing and grubbing at inlets and outlets of hydraulic structure Cleaning out of hydraulic structures	m <sup>2</sup>	150		RATE ONLY
2,1,4,1 2,1,5	8.2.5	(a) Pipe with an internal diameter up and including 450mm Take Down Existing Fences (Provisional)	m <sup>3</sup>	10		
		(a) Fences of nominal height up to 1,5m	m	20		
		(b) Fences of nominal height more than 1,5m	m	20		
2,1,6	PS	Replace Fences (Provisional)				
		(a) Fences of nominal height up to 1,5m	m	20		
		(b) Fences of nominal height more than 1,5m	m	20		
2,1,7		Remove old stormwater pipelines up to 600mm Diameter	m	60		
2,1,8		Remove old stormwater pipelines over 600mm Diameter	m			
2,1,9		Dismantle and remove lamp posts, gantries, telephone poles	no.			
2,1,10		Dismantle and remove electricity and other transmission lines, cables,	m			
2,1,11		Removal of existing kerbs insitu precast regardless of type	m			
2,2	SABS 1200 DM	<b>EARTHWORKS</b>				
2.2.1	8.3.3 a	ROADBED preparation and compaction of in-situ material to a depth in 150mm layers to:				
2.2.1.1	2	Compact to 90% Mod AASHTO density CUT TO FILL within freehaul distance of 1km and;	m <sup>3</sup>	2 310		
2.2.2	8.3.4	(a) compact to 93% Mod AASHTO density	m <sup>3</sup>	770		
2.2.2.1		CUT TO SPOIL OR STOCKPILE within freehaul distance of 1 km				
2.2.3	8.3.7	Soft excavation	m <sup>3</sup>	1 320		
2.2.3.1		Hard excavation	m <sup>3</sup>	300		
2.2.3.2		Boulder excavations class A	m <sup>3</sup>	25		
2.2.4	8.3.12 SABS 1200	Extra-over Items 2.1.1, 2.2.2 & 2.2.3 for overhaul in excess of freehaul distance of 1 km	m <sup>3</sup> km	2 513		
2,3	ME	<b>SUBBASE</b>				
2.3.1	8.3.3,1	Construct selected 150mm layer compacted to 95% mod. AASHTO density: From commercial sources (a) From borrow pit - G7 Material	m <sup>3</sup>	2 174		
<b>TOTAL CARRIED FORWARD</b>						

<b>TOTAL BROUGHT FORWARD</b>						
2,4	SABS 1200 MF	<b>BASE</b> Construct base with 150mm G4 quality material from commercial sources, compacted to 95% Mod. AASHTO density				
2,4,1	8.3.1		m <sup>3</sup>	1 932		
2,5	<b>SANS 1200MJ</b>	<b>SEGMENTED PAVING</b>				
2.5.1	8.2.1	Provide 250mm x 125mm cast-in-situ Class 25MPa edge beam	m	900		
		i) Construction of 80mm thick, grey, 35Mpa interlocking block pavers on 25mm sand bedding.	m <sup>2</sup>	8 694		
2.5.3	8.2.3	Cutting edges to fit edge restraints	m	2 400		
<b>SECTION 2 TOTAL CARRIED TO SUMMARY</b>						

	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
3		<b>SECTION 3 : STORMWATER DRAINAGE</b>				
3,1	SABS 1200 DB	<b>TRENCHES</b> Excavate in all materials for trenches, backfill compact and dispose of surplus material within the freehaul distance of 1 km, for the following trench depths:				
3.1.1	8.3.2 (a)	For pipes up to 600mm dia				
3.1.1.1		Depth from 0m to 1.0m	m			
3.1.1.2		Depth from 1.0m to 2.0m	m			
3.1.2		For pipes greater than 600mm dia				
3.1.2.1		Depth from 0m to 1.0m	m			
3.1.2.2		Depth from 1.0m to 2.0m	m			
3.1.3		Extra-over Item 4.1.1 and 4.1.2 for hard rock	m <sup>3</sup>			
3.1.4	8.3.3.4	Extra-over Item 4.1.1 and 4.1.2 for overhaul in excess of 1 km	m <sup>3</sup> km			
3.2	SABS 1200 LB	<b>BEDDING</b> Provision of bedding obtained from trench excavations				
3.2.1	8.2.1	Selected granular material	m <sup>3</sup>			
3.2.1.1		Selected fill material	m <sup>3</sup>			
3.2.2	8.2.2.3	Provision of bedding obtained from commercial sources				
3.2.2.1		Selected granular material (G7 material)	m <sup>3</sup>			
3.2.2.2		Selected fill material	m <sup>3</sup>			
3.2.2.3		19mm Nominal size crushed stone	m <sup>3</sup>			
3.3	SABS 1200 LE	<b>PIPES</b> Rates to include for wrapping of joints				
3.3.1	8.2.1	Supply, lay in Class B bedding and joint for the following:				
3.3.1.1		R.C. Class 75-D interlocking type				
3.3.1.5		600mm dia	m			
3.3.1.6		750mm dia	m			
3.3.2		R.C. Class 100-D interlocking type				
3.3.2.4		600mm dia	m			
3.3.2.5		750mm dia	m			
<b>TOTAL CARRIED FORWARD</b>						

<b>TOTAL BROUGHT FORWARD</b>						
3	SABS 1200 LE	<b>MANHOLES, GRID INLET AND CATCHPITS</b> Supply and install complete the following standard manholes or catchpits for pipe diameters less than or equal to 900mm: Depressed Inlets up to 2,0m Deep as per drawing No. SD405 including concrete covers as detailed	No.			
3.4.1	8.2.8					
3.4.1.1		Grid Inlets up to 2,0m Deep as per drawing No. SD0702 including covers as engineers instruction	No.			
		Side Inlets up to 2,0m Deep as per drawing No. SD0703 including concrete covers as detailed	No.			
3.5	SABS 1200 LE	<b>HEADWALLS</b> Construct headwalls for the following pipe sizes:				
3.5.1		300 to 600mm dia.	No.			Rate Only
3.5.1.1		600 to 900mm dia.	No.			Rate Only
3.5.1.2						
3.7	SABS 1200 MK	<b>KERBING AND CHANNELLING</b>				
3.7.1	8.2.7	Trimming of excavations for concrete- lined open drains	m <sup>2</sup>	520		
3.7.2	8,2,8	Concrete lining for open drains (class 15/20)	m <sup>3</sup>	240		
3.7.3		Formwork to cast in situ concrete lining to sides for internal face only for open drains	m <sup>2</sup>	112		
		Construction of type c driveway vehacula scoops	No.			Rate Only
3.7.4	8.2.12	Welded fabric steel reinforcement REF 245	m <sup>2</sup>	100		
		Mountable kerb (Fig 8) SABS 927 in 20 MPa concrete with a 300mm wide concrete channel,	m	600		
		Figure 12 Edge block including concrete backing and haunching	m	2 600,00		
<b>SECTION 3 TOTAL CARRIED TO SUMMARY</b>						

ITEM No	PAYMENT REFERS	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
4	SABS 1200 MM	SECTION 6 : ANCILLARY ROADWORKS				
4.1		<b><u>Permanent Traffic Signs</u></b>				
4.1.1		(a)Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign	m <sup>2</sup>	8,1		
4.1.2		<b><u>Sign Supports</u></b> Steel 100 to 125 m dia minimum height 2,5 m including excavation and installation on the ground.	m	275		
		Excavation and backfilling for road sign supports:	m <sup>3</sup>	7,5		
4,2		<b><u>Permanent Road Marking</u></b>  Road Markings Non-reflectorized paint applied at nominal rate of 0.42/m2 a) White lines 100mm wide a) White lines 300mm wide c) White STOP symbol standard detail	m m m <sup>2</sup>	1200 20 20		
<b>SECTION 4 TOTAL CARRIED TO SUMMARY</b>						

PROJECT COST		
PAVING OF HILLVIEW INTERNAL STREETS		
ITEM	DESCRIPTION	AMOUNT
1	PRELIMINARY & GENERAL	
2	ROADWORKS	
3	STORMWATER DRAINAGE	
4	ANCILLARY ROADWORKS	
5	<b>SUB TOTAL 1 (Total Items 1 to 4)</b>	
6	ADD CONTIGENCY (10% OF SUB-TOTAL 1)	
7	<b>SUB TOTAL 2 (Item 5 + Item 5 above)</b>	
8	ADD VAT (15%) (15% of item 7)	
9	<b>TOTAL PROJECT COST (Item 8 + Item 9)</b>	

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

SAKHISIZWE LOCAL MUNICIPALITY  
CONTRACT NO.: SLM/SCM/20/2025/2026  
PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

## Declaration

(In respect of completeness of Tender)

SAKHISIZWE LOCAL MUNICIPALITY  
Municipal Building  
5556 Mthatha Road  
Cala  
5455

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document comprising 135 pages + the Bill of Quantities comprising 9 pages in consecutive order upon which my/our tender for the **CONTRACT NO.: SLM/SCM/20/2025/2026 - PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1** has been based.

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

## PART C3: SCOPE OF WORK

**CONTRACT N<sup>o</sup> XSLM/SCM/20/2025/2026**

### PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

#### **PART C3 SCOPE OF WORKS**

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**STATUS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

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

Sakhisizwe Local Municipality is one of the eight Local Municipalities located within the Chris Hani District in Eastern Cape. The purpose of the road is to serve as an access from the Main Road to the Hillview Township. The Township is fast growing, and the gravel access roads are failing to cope with the increased traffic loads.

52 households will be serviced by the proposed road and based on a household size of 5 persons per household, 260 persons will benefit directly on completion of the project.

Hillview road shall be constructed to a surface finish of 80mm thick, grey, 35Mpa interlocking block pavers on 25mm sand bedding. The current road is a deteriorated gravel road which requires to be upgraded.

The total length of the road is 1200m, located within the coordinates below:

Start 31°20'12.10"S, 27°50'26.47"E,

End 31°20'10.48"S, 27°50'27.57"E

**C3.1.2 Scope of the Works**

The overall project seeks to provide road surfaced with 80mm thick, grey, 35Mpa interlocking block pavers on 25mm sand bedding of total length 1200m, 6.0m wide, Stormwater drainage facilities and associated kerbing. The road is to be constructed in accordance with SABS standards and will have a pavement consisting of the following layers & features:

1. 150mm Thick upper selected layer- insitu gravel from other excavations compacted to 93% MOD ASSHTO density
2. 150mm Selected layer G7-Compacted to 95% MOD AASHTO
3. 150mm Subbase G4 compacted to 97% MOD AASHTO
4. 80mm thick, grey, 35Mpa interlocking block pavers on 25mm sand bedding
5. Installation of precast concrete kerbs
6. Cast in-situ concrete block support at joints (class 15/19 concrete) to support kerbing.
7. Construction of Dish Drains
8. Speed humps
9. Installation of Subsoil drainage pipes
10. Stone pitching
11. Installation of road signs and testing of material and workmanship.
12. The roads will be constructed to a minimum cross-fall of 2.5%

The above description of the Works is merely an overview and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work or function are given in the Bill of Quantities under Part C2.2 of this document.

**C3.1.3 Location of the Works**

The project is situated in Sakhisizwe Municipal Area. The general location of the project is indicated on Part C4 Site Information.

The site inspection assembly point will be at SAKHISIZWE LOCAL MUNICIPALITY Boardroom.

**C3.1.4 Temporary Works**

Temporary works under this project will specifically include inter alia;

- Construction of temporary by-passes to deal with traffic during construction.
- Provision of trench coverings for minor tracts and residential accesses.
- Traffic control during construction operations.
- Barricading and sign-posting for the duration of the contract.

**C3.1.5 Available facilities**

The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity, telephones, and potable water for drinking.

**C3.1.6 As-built Data**

The Contractor shall provide the Engineer with –

- a) A list of surveyed coordinates of services constructed or modified during the course of the contract
- b) A list of surveyed inverts and cover levels and co-ordinates of all catchpits and manholes constructed or modified during the course of the contract
- c) As built records of all materials testing results

The completion certificate shall not be issued until the above information has been forwarded to the Engineer.

**ENGINEERING****C3.2.1 Design Services and Activity Matrix**

The following will be the responsibility of the contractor to:

- Check for location of and protection of existing services
- Preparation of as-built drawings

**C3.2.2 Drawings**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure located, exposed, installed, removed or relocated during the Contract.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound at the end of this section. All drawings are issued for tender purposes only and the Employer reserves the right to issue amended and/or additional drawings during the Contract.

**The drawings used for setting up the BOQ (contained in Volume 2-Reduced to A2) are as listed below:**

The following drawings are applicable to the contract:

<b><u>Drawing Number</u></b>	<b><u>Drawing Description</u></b>
BII369/09/01	Layout -Road 1
BII369/09/02	Layout- Road 2
BII369/09/03	Layout- Road 3
BII369/09/04	Layout- Road 4
BII369/09/SD05	Kerb and Channel details
BII369/09/05	Typical Road Cross-section

### **C3.3 PROCUREMENT**

#### **C3.3.1 Preferential Procurement**

##### **C3.3.1.1 Requirements:**

Preferential procurement shall be in accordance with the SAKHISIZWE LOCAL MUNICIPALITY's Preferential Procurement Policy, included under Section T1.2 of this document.

The contract amount will not exceed R50, 000,000 and this **Tender will be adjudicated on the 80/20 Preference Point System.**

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Works Specification**

##### **C3.4.1.1 Applicable SABS 1200 Standardized Specifications:** The following SABS 1200 Standardized Specifications for civil engineering construction are applicable:

SABS 1200 A :	General
SABS 1200 C :	Site Clearance
SABS 1200 D :	Earthworks
SABS 1200 DB :	Earthworks (Pipe Trenches)
SABS 1200 DK :	Gabions and Pitching
SABS 1200 DM :	Earthworks (Roads, Subgrade)
SABS 1200 L -	Medium Pressure Pipeline
SABS 1200 LB -	Bedding (Pipes)
SABS 1200 LC -	Cable Ducts
SABS 1200 LD -	Sewers
SABS 1200 LE -	Stormwater Drainage
SABS 1200 M -	Roads (General)
SABS 1200 ME -	Subbase
SABS 1200 MF -	Base
SABS 1200 MJ -	Segmented Paving
SABS 1200 MK -	Kerbing and Channeling
SABS 1200 MM -	Ancillary Roadwork
SABS 1200 MH -	Asphalt Base and Surfacing

The Contractor must obtain his own copies of the latest edition of the above-mentioned standardized specifications.

##### **C3.4.1.2 Variations and Additions to the SABS 1200 Standardized Specifications:**

Variations and additions to the following SABS 1200 Standardized Specifications listed in C3.4.1 are given in **Section C3.4.6.**

**C3.4.2 Site Establishment****C3.4.2.1 Services and facilities provided by the Employer:****(a) Area for contractor's site establishment**

An area shall be allocated to the Contractor in communication with the SAKHISIZWE LOCAL MUNICIPALITY.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilizing any area other than that made available to him, and which costs exceed those costs allowed for by the Contractor in his Tender.

**(b) Water Sources**

Reticulated potable water supplies are available to the Site. The responsible water supply authority in the area of the Site is the Sisonke District Municipality.

Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(b): Water, wish to utilize such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

**(c) Electricity supply**

Reticulated electrical power supply is available in the vicinity of the Site.

**(d) Excrement disposal**

A water-borne sewage system is available in the vicinity of the Site.

**C3.4.2.2 Facilities provided by the Contractor****(a) Facilities for the Engineer**

No facilities will be required for the Engineer.

**(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilized for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment and consumption of water which will be deemed to be included in the Contractor's tendered rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**(d) Excrement Disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

**C3.4.2.3 Site Usage:**

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will not be allowed on the Site of the Work except upon explicit approval of the SAKHISIZWE LOCAL MUNICIPALITY.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the SAKHISIZWE LOCAL MUNICIPALITY in this regard at the commencement of the Contract.

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

#### **C3.4.2.4 Permits and Wayleave:**

The Employer shall be responsible to obtain all the wayleaves required for this Contract.

#### **C3.4.2.5 Features requiring Special Attention:**

##### **(a) Site Maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

On completion of the Works, the Contractor shall remove all temporary offices, sheds, fences etc. and shall reinstate the camp site to the satisfaction of the Engineer.

##### **(b) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

##### **(c) Access to Properties**

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 5.4 of the General Conditions of Contract

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

##### **(d) Protection of Excavations**

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

##### **(e) Employment of Developing Contractors**

Whilst no restrictions are placed on the reservation of specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to

such individuals and contractors, who are resident in the project area. The Tenderer will be responsible for all contractual requirements.

**(f) Employment of Local Labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilization on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract. All unskilled labour MUST be obtained from the area in which the Works are being undertaken.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld. The local labour rate has been determined at current labour rate per day per labourer or per task. The task for excavation by hand has been agreed at 2, 4 m<sup>3</sup>/day (e.g. 0, 76 m x 1, 0 m x 3, 15 m).

**(g) Monthly Statements and Payment Certificates**

The statement to be submitted by the Contractor in terms of Clause 49 of the General Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting such adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Sub-clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**(h) Construction in Restricted Areas**

Working spaces will sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment, nor any claim for payment due to these difficulties will be considered.

**(i) Notices, Signs, Barricades and Advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**(j) Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced staff, equipment and transport to ensure adequate supervision and positive control of the Works at all times. The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**(k) Spoil Material**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

**(l) Finishing, Testing, Tidying and Period of Maintenance**

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account, must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing, testing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Sub-clause 51.2 of the General Conditions of Contract, provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing, testing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing, testing and tidying shall be carried out to the best advantage of the project as a whole.

**(m) Courtesy**

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

**(n) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) (COID Act)**

Contractors are required to register as employers in terms of the COID Act and must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.



In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

**(o) The Labour Relations Act (Act 66 of 1995) (LR ACT)**

Contractors are required to register as employers in terms of the LR Act.

Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

**(p) The Basic Conditions of Employment Act (Act 3 of 1983) (BCE ACT)**

Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

**(q) The Income Tax Act (Act 58 of 1962)**

Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

**(r) The Value-Added Tax Act (Act 89 of 1991)**

Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the limit as determined by the SARS from time-to-time, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

It is recorded that the Employer in this contract is registered as a VAT vendor.

**(s) The Engineering Profession Act of South Africa (Act 114 of 1990)**

Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in of the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address (es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

**(t) Compliance with Legislation**

Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The above Acts as amended from time to time, are listed for the attention and convenience of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

**(u) Non-Compliance with Legislation**

The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

If at any time during this contract, including the defects liability period, the Employer and/or the Engineer and/or the Engineer's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor, notwithstanding any other clause to the contrary.

#### C3.4.2.6 Delays Due To Rain

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 5.12.2.2 of the General Conditions of Contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = \frac{(R_w - R_n)}{(N_w - N_n) + X}$$

$N_w$  = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded  
 $N_n$  = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data.  
 $R_w$  = Actual rainfall for the calendar month concerned in mm  
 $R_n$  = Average rainfall for the calendar month in mm deducted from existing rainfall data

For the purpose of the contract  $N_n$ ,  $R_n$ ,  $X$  and  $Y$  shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extensions of time for the parts of a month shall be calculated by using pro rata values of  $N_n$  and  $R_n$ . If the algebraic sum of the monthly totals is negative, no reduction of time for completion as a result of rainfall shall be applicable. Extension of time for part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ .

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor  $(N_w - N_n)$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor  $(R_w - R_n)/X$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The contractor shall keep daily rainfall records and submit it to the Employer's Representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs including taking all necessary precautions to ensure that rain gauge cannot be interfered with by unauthorized persons, must be included in the scheduled items.

A delay caused by inclement weather conditions will be regarded as a delay only of, in the opinion of the engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extensions of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days as mentioned in the project specifications.

Rainfall Station Name : Mtata  
 Average annual rainfall : 710mm (1961-1985)

Average number of days per year with rainfall exceeding

$Y = 10\text{mm}$   
 $X = 20\text{mm}$

<b>Month</b>	<b>Rn (mm)</b>	<b>Nn (Days)</b>
January	121	*2.2 (4.2)
February	94	3.1
March	103	3.6
April	44	1.4
May	23	0.8
June	11	0.4
July	11	0.3
August	14	0.5
September	37	1.2
October	65	2.1
November	83	2.9
December	104	*2.3 (3.3)
<b>Total</b>	<b>710</b>	<b>22</b>

\*The number of working days lost allows for the annual statutory construction industry holiday from 12 December 2025 to 06 January 2026.

**C3.4.3 Variations and Additions to SABS 1200 Standardized Specifications and Particular Specifications****CONTENTS**

PSA	General .....
PSAB	Engineer's Office .....
PSC	Site Clearance .....
PSD	Earthworks.....
PSDB	Earthworks (Pipe Trenches) .....
PSDM:	EARTHWORKS (ROADS, SUBGRADE) .....
PSGA:	CONCRETE (SMALL WORKS) .....
PSL:	MEDIUM PRESSURE PIPELINES .....
PSLB:	BEDDING (PIPES) .....
PSLD	SEWERS .....
PSLE:	STORMWATER DRAINAGE .....
PSME	SUBBASE .....
PSMF:	BASE .....
PSMJ:	SEGMENTED PAVING .....
PSMK	KERBING AND CHANNELLING .....
PSMM:	ANCILLARY ROADWORKS .....
PSMH	<u>ASPHALT BASE AND SURFACE</u> .....

The following variations and additions to the SABS 1200 Standardized Specifications referred to above apply to this Contract. The prefix **PS** indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

**C3.4.3.1 PSA: GENERAL****PSA 1: SCOPE**

*Replace the contents of sub-clause 1.1, including the notes, with the following:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

**PSA 2: INTERPRETATIONS****PSA 2.3 Definitions**

*In the opening phrase between the words "specification" and "the following", insert the words "the definitions given in the Conditions of Contract and".*

(a) General

*Add the following definitions:*

"General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

(c) Measurement and payment

*Replace the definitions for "Fixed charge", "Time-related charge" and "Value-related charge" with the following:*

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

**PSA 2.4 Abbreviations**

(a) Abbreviations relating to standard documents

*Add the following abbreviation: "CKS: SABS Coordinating Specification."*

**PSA 3: MATERIALS****PSA 3.1 Quality**

*Add the following at the end of sub-clause 3.1:*

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

*Add the following sub-clause to clause 3:-*

**"PSA 3.3 Ordering of materials**

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the specifications and the drawings issued to the Contractor for construction purposes."

**PSA 4: PLANT****PSA 4.1 Silencing of Plant**

*Replace the contents of sub-clause 4.1 with the following:*

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

**PSA 4.2 Contractor's Offices, Stores and Services**

*Add the following paragraph before the existing first paragraph in sub-clause 4.2:*

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours. The Contractor shall be responsible for the security of his construction camp and the construction site at his own cost. The Contractor shall make his own arrangements to house his employees."

*Delete "and first-aid services" in the second paragraph of sub-clause 4.2 and add the following:*

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

**PSA 5: CONSTRUCTION****PSA 5.1 Survey****PSA 5.1.1 Setting Out of the Works**

*Add the following before the first sentence of sub-clause 5.1.1:*

"The Contractor will be required to set out the various sections of the Works in the order that he proposes to undertake the work as per his programme, at least one week prior to commencing work on these sections, to enable the Engineer to check

the design proposals in the field and thereafter to make any minor changes which he may deem necessary. Any additional survey work or setting out required as a result of these changes shall be undertaken on a daywork basis."

### **PSA 5.3 Protection of Existing Structures**

*Replace "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," and insert the following after "(Act No. 27 of 1956)": "as amended".*

### **PSA 5.7 Safety**

*Replace the contents of sub-clause 5.7 with the following:*

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 39 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 43.1 should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 55.1.5 and for the Employer to cancel the Contract in accordance with the further provisions of the said."

*Add the following sub-clause to clause 5: -*

**"PSA 5.9      Site Meetings**

The Contractor or his authorized agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site.

**PSA 8      MEASUREMENT AND PAYMENT**

**PSA 8.1      MEASUREMENT**

**PSA 8.1.1      Method of Measurement, All Sections of the Schedule**

*Delete the words "and South West Africa".*

**PSA 8.1.2      Preliminary and General item or Section**

**PSA 8.1.2.1      Contents**

*Replace the last sentence of sub-clause 8.1.2.1(b) with the following:*

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

**PSA 8.1.2.2      Tendered sums**

*Replace the contents of this sub-clause with the following:*

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification, including insurances and special risks insurance (SASRIA);
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition;
- dealing with water, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

**PSA 8.2      PAYMENT**

**PSA 8.2.1      Fixed-Charge and Value-Related Items**

*Replace the contents of sub-clause 8.2.1 with the following:*

**PSA 8.2.1.1      Fixed-charge items**



"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

#### **PSA 8.2.1.2 Value-related items**

Payment for the sum tendered under item 8.3.2 will be made in three separate installments as follows:

- (a) The first installment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second installment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second installment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data.

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 50 of the Conditions of Contract, and this adjustment will be applied to the third installment."

#### **PSA 8.2.2 Time-related items**

*Replace the contents of sub-clause 8.2.2 with the following:*

"Subject to the provisions of sub-clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, ***provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole.***"

### **PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

*Replace the contents of sub-clause 8.3 with the following:*

#### **"PSA 8.3.1 Fixed preliminary and general charges ..... Unit: Sum**

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1.1.

**PSA 8.3.2 Value-related preliminary and general charges ..... Unit: Sum**

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1.2."

**PSA 8.3.3 Other Fixed-charge Obligations ..... Unit: Sum**

*Add the following to sub-clause 8.3.3:*

"The sum tendered shall include for the provision of all co-ordinate values and levels necessary to enable accurate 'as-built' drawings to be compiled for completion of the works."

**PSA 8.4 SCHEDULED TIME-RELATED ITEMS**

*Replace the contents of sub-clause 8.4 with the following:*

**"PSA 8.4.1 Time-related preliminary and general charges .... Unit: sum**

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.2."

**PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER**

*Replace the contents of sub-clause 8.5 with the following:*

**"PSA 8.5.1 Works executed by the Contractor ..... Unit: Prov Sum**

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 45 of the Conditions of Contract.

**PSA 8.5.2 Works executed by Nominated Subcontractors**

- (a) Work to be executed by a Nominated Subcontractor ..... Unit: Prov Sum
- (b) Overheads, charges and profit on item (a) above ..... Unit: % or sum

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different Nominated Subcontract included in the Contract.

The Contractor shall be reimbursed under sub-item (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 45 of the Conditions of Contract.

The Contractor shall be paid under sub-item (b), either:

- (a) where the unit of measurement for sub-item (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related sub-item (a), all in accordance with the provisions of Clause 45.1.2.1.1 of the Conditions of Contract, or
- (b) where the unit of measurement for sub-item (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under sub-item (a) and the tendered lump sum is to the amount of the Provisional Sum stated under sub-item (a) in accordance with the provisions of Clause 45.1.2.1.2,

provided always that where the Contractor has failed for any reason to insert a percentage or sum (as applicable) for sub-item (b) in its tender, or where no provision was made in the tender documents for Tenderers to make any such entry, the Contractor will be paid an amount equal to SEVEN AND ONE HALF PER CENT (7, 5%) of the amount actually certified by the Engineer for payment under sub-item (a).

The percentage or sum (as applicable) paid under sub-item (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

## **PSA 8.6 PRIME COST ITEMS**

*Replace sub-clause 8.6 with the following:*

### **"PSA 8.6 PRIME COST SUMS**

(a) Description of item to which Prime Cost Sum applies ..... Unit: PC Sum

(b) Charge required by Contractor on sub-item (a) above ..... Unit: %

Sub-items (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b).

*Note in connection with additional tests required by the Engineer:*

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in C3.4.2.5 (b) of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

## **PSA 8.7 DAYWORK**

"Measurement and payment shall be in accordance with the provisions of Clause 37.2 of the General Conditions of Contract."

## **PSA 8.8 TEMPORARY WORKS**

**PSA 8.8.2 Dealing with Traffic (or accommodation of traffic) ..... Unit: sum**

*Add the following to sub-clause 8.8.2*

"This item shall include for the supply, erection and maintenance of all temporary road signs, delineators, flagmen, removal of existing road markings and road studs and placement of temporary road markings and road studs that may be required, in terms of the South African Road Traffic Signs Manual, for any and all interfaces with public roads. All road signs and delineators shall be new."

*Add the following item:*

**PSA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS  
(INCLUDING THE CONSTRUCTION REGULATIONS 2003).....Unit: Sum**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract. The successful Tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

**PSA 8.10 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT PLAN**

**Contractual compliance in accordance with the requirements  
of the Environmental Management Plan .....Unit: Sum**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the Environmental Management Plan at all times for the full duration of the Contract, as described in C4.

This sum will be paid to the Contractor in equal monthly amounts subject to receiving positive monthly EMP Audits"

**C3.4.3.2 PSC: SITE CLEARANCE****PSC 3: MATERIALS****PSC 3.1 Disposal of Material**

*Add the following:*

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance. The dumping site shall meet with the approval of the Local Authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations."

**PSC 5: CONSTRUCTION****PSC 5.1 Clearing Routes**

*Add the following:*

"Pipeline routes shall be cleared to a distance of 1, 0 m on both sides of the pipeline centre line."

**PSC 5.2 Cutting of Trees****PSC 5.2.1 Individual Trees**

*Replace the last sentence with the following:*

"An amount of R500.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

**PSC 5.5 Re-clearing of Vegetation****PSC 5.5.1 Re-clearing**

*Add the following:*

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

**PSC 8 MEASUREMENT AND PAYMENT****PSC 8.1 Basic Principles**

*Add the following to sub-clause 8.1:*

"No separate payment will be made for clearing, grubbing or topsoil removal along pipeline routes. The Contractor is to excavate trenches in such a manner that the top 100 mm of material is kept separate from other excavated material, for replacement on completion of backfill operations. All costs related to excavating this vegetation and topsoil, and separate stockpiling shall be included in rates tendered for trench excavation."

**PSC 8.2 Payment**

*Replace the first line with the following:*

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or,"

*Add the following items in sub-clause 8.2:*

**"PSC 8.2.11 Take down and re-erect existing fences ..... Unit: m**

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling."

**C3.4.3.3 PSDB: EARTHWORKS (PIPE TRENCHES)****PSDB 3 Materials****PSDB 3.1 Classification for Excavation Purposes**

*Insert the words: "(as amended)" after the words "Sub-clause 3.1 of SABS 1200 D."*

**PSDB 5 Construction****PSDB 5.1.3(b) Accommodation of Traffic and Accesses to Properties.**

*Add the following:*

"Property owners and other specific road users shall be notified at least 48 hours (two days) prior to the temporary closure of access to properties due to construction activities by the Contractor. Where possible, the Contractor shall provide vehicular access to properties after working hours."

**PSDB 5.2 Minimum Base Widths**

The minimum base width for trenches shall be the outside pipe diameter plus 300mm on each side, unless otherwise specified or directed by the Engineer.

**PSDB 5.6.3 Disposal of Soft Excavation Material**

*Replace the contents of this sub-clause with the following:*

"Excavation material from the trench that has become surplus as a result of bulking, displacement by the pipe and the importation of bedding and fill or any other reason, shall be used as fill if suitable or shall be disposed of at a designated area as directed by the Engineer."

**PSBD 8: Measurement and Payment****PSDB 8.2 Measurement of Quantities**

*Add the following sub-clause:*

**"PSDB 8.2.5** Any additional working space outside the specified trench widths, other than specific measured items, required by the Contractor to undertake any particular operation (pipe laying, jointing, welding, etc.) shall be undertaken at his own cost and not considered for measurement and/or payment.

**C3.4.3.4 PSLB: BEDDING (PIPES)****PSLB 3: Materials****PSLB 3.1 Selected Granular Material**

*Replace the contents of this sub-clause with the following:*

"Selected granular material shall have PI not exceeding 15 and shall be free from sharp-edged particles exceeding 13mm. Samples of the proposed material/s for use as bedding and initial backfill are to be submitted to the Engineer for evaluation and approval prior to use or importation"

**PSLB 8: Measurement and Payment****PSLB 8.1 Principles**

*Insert the wording:*

"The following principle shall apply to all items measured under this section:-

- 1) Tendered rates for materials are to be fully inclusive of all associated costs for the ***provision, placing and compaction complete per specification*** or indicated on the drawings.
- 2) The measured volumes shall be ***calculated as the net volume per specified dimensions, or indicated on the drawings and will exclude all volumes displaced by pipelines, structures, etc.***

**C3.4.3.5 PSLE: STORMWATER DRAINAGE****PS LE 3 Materials****PS LE 3.1.1 Material for Subsoil Drainage****PS LE 3.1.1.1 Pipes**

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted. The size of perforations in perforated pipes shall in all cases be 8 mm in diameter  $\pm 1, 5$  mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm  $\pm 1, 5$  mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations. Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

**PS LE 3.1.1.2 Crushed-stone**

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

**PS LE 3.1.1.3 Geotextile Blanket**

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

**PS LE 3.1.1.4 Sand**

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

**PSLB 8: Measurement and Payment****PSLB 8.1 Principles**

*Insert the wording:*

“The following principle shall apply to all items measured under this section:-

- 3) Tendered rates for materials are to be fully inclusive of all associated costs for the ***provision, placing and compaction complete per specification*** or indicated on the drawings.
- 4) The measured volumes shall be ***calculated as the net volume per specified dimensions, or indicated on the drawings and will exclude all volumes displaced by pipelines, structures, etc.***

**PSDM EARTHWORKS (ROADS, SUBGRADE)****PSDM 5 CONSTRUCTION****PSDM 5.1.2 Accommodation of traffic**

The requirements of sub-clause 5.1.6 of SANS 1200D and PSD 5.1.6 shall apply regarding the control and temporary accommodation of traffic. Payment for the aforementioned will be affected in terms of PSD 8.3.12.

**PSDM 5.2.2.2 Dimensions or cuts**

Replace the word “subbase” throughout this sub-clause with “selected layer or gravel wearing course”.

Add after “drawings” in the second line of this sub-clause:

“which shall include for channels within the road reserve”.

**PSDM 5.2.2.3 Use of material**

Add after “borrow pits” in the second last line of sub-clause (a): “or commercial sources”.

**PSDM 5.2.2.5 Disposal of surplus or unsuitable material**

Add after “directed” in the second line of this sub-clause “(refer PSD 5.2.2.3)”.



**PSDM 5.2.3.3 Treatment of roadbed**

Add the following to sub-clause (a):

“The depth of compaction shall be 150mm.”

**PSDM 5.2.8.1 Freehaul**

The Contractor shall note that notwithstanding any provisions to the contrary, all movement of cut and fill materials within the defined boundaries of the site will be regarded as freehaul.

**PSDM 5.2.8.2 Overhaul**

Delete this sub-clause and replace with the following:

“Transportation of material including disposal of surplus material and gravel wearing course material shall only be regarded as overhaul over a distance greater than 2 km from site one way.”

**PSDM 8 MEASUREMENT AND PAYMENT****PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density**

Replace the contents of this sub-clause with the following:

“(a) Using material cut from road prism.....  
Unit: m

The rate tendered shall cover the cost of excavating as if in soft material, selecting, loading, transporting, placing, watering, compacting to percentage of modified AASHTO maximum density specified, any hand operations for working in confined areas, trimming and testing the selected layer.

(b) Using material from commercial or off site sources located by the Contractor .....Unit: m

The rate tendered shall cover the cost of acquiring the material from commercial sources or borrow pits located by the Contractor, any excavation and selection required, loading, transporting to the point of use irrespective of distance, temporary stockpiling if necessary, placing, watering, compacting to percentage of modified AASHTO maximum density specified, any hand operations for working in confined areas, trimming and testing the selected layer.”

**PSDM 8.3.11 Extra over 8.3.2, 8.3.4 or 8.3.5 for temporary stockpiling of material**

Add the following:

“The temporary stockpiling of material from commercial sources or sources located by the Contractor will not be measured for payment (refer PSDM 8.3.4 (b) and PSDM 8.3.5 (b)).”

**PSGA CONCRETE (SMALL WORKS)****PSGA 3 MATERIALS****“PSGA 3.8\* Curing compound**

Curing compound shall be white pigmented natural resin based liquid curing compound complying with ASTM C 309-74.”

**PSGA 4 PLANT****PSGA 4.4.2 Finish**

The finish to all exposed concrete shall be smooth and that to buried or backfilled surfaces, rough.

**PSGA 5 CONSTRUCTION****PSGA 5.4.1.5 Strength concrete**

Add the following:

“The Contractor shall when requesting approval of a mix design, submit the constituent proportions of the proposed mix together with the results of compressive strength tests carried out.”

**PSGA 5.4.2 Batching**

Notwithstanding the requirements of this sub-clause, the method of batching shall be subject to approval.

**PSGA 5.4.7 Curing and protection**

Add the following:

：“ Should the Contractor decide to use a curing compound, the type specified in PSGA 3.8 shall be used.”

**PSGA 5.4.8 Concrete surfaces**

All unformed concrete surfaces shall, except where otherwise ordered, be given a wood float finish.

**PSGA 7 TESTS****PSGA 7.1.2 Frequency and sampling**

Notwithstanding the requirements of this sub-clause, the Contractor shall take note that he is responsible for taking an adequate number of tests to ensure that the concrete being used complies with the specification. The Engineer will only carry out such check testing as he requires.

**PSGA 8 MEASUREMENT AND PAYMENT****PSGA 8.1.2 Reinforcement**

Replace the contents of this clause with the following:

“The unit of measurement for steel bars shall be the ton of reinforcement in place in accordance with the drawings or as authorized by the Engineer.

The unit of measurement for welded steel fabric shall be the square metre of fabric reinforcement in place and the quantity shall be calculated from the nett area covered by the mesh, excluding laps.

Clips, ties, separators, stools and other steel used for positioning reinforcement shall not be measured unless shown on the bending schedules.

The rate tendered shall cover the cost of the supply, delivery, cutting, bending, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste.

**PSGA 8.1.3 Concrete**

Delete all references to “intermediate excavation” throughout this sub-clause.

Add after “testing” in the second line of sub-clause 8.1.3.3(a) “including transport to

**PSLB ... BEDDING (PIPES) (SABS 1200 LB) PSLB 2 ... Interpretations****PSLB 2.3 Definitions**

Main Fill

Delete "150 mm" in the second line and substitute "300 mm".

- **PSLB 3 Materials**

**PSLB 3.1 Selected Granular Material**

Delete the second line and substitute:

"Material with grading modulus not less than 1.2, free from lumps or stones passing a 10 mm sieve, and having a compactibility".

**PSLB 3.2 Selected fill material**

In the second line delete "30 mm" and substitute "20 mm".

**PSLB 3.3 Bedding**

Add to the sub-clause:

All pipes laid under the Contract will be considered as being flexible pipes and the bedding shall be Class C (or Class A in certain specific areas) as shown on Drawing LB-2 and as scheduled. No sharp edged stones shall be allowed to come into contact with any pipe, fitting or coupling. No additional payment will be made for filling jointing holes.

**PSLB 3.4 Selection**

In the third and fifth lines, delete "not".

Add to the sub-clause:

If, in the opinion of the Engineer, bedding material is available and/or can be produced from the excavated material, the Contractor shall, if so ordered by the Engineer, screen the excavated material in order to produce material suitable for bedding.

**PSLB 5.1.5 TESTING AND INSPECTION**

Add a new sub-clause

All joints shall be left exposed to enable the Engineer to inspect the complete joint during hydraulic testing of the pipelines.

**PSLB 5.3 (b) Selected Fill Blanket**

Delete "200 mm" from the title

- **PSLB 8 Measurement and Payment**

**PSLB 8.1.3 Volume of Bedding Material**

Overbreak shall not be applicable for the measurement of the bedding material and selected fill material.

Cement stabilizing of bedding, selected fill blanket and backfilling will be measured extra over to the provision of bedding and the selected fill blanket and to backfilling of the trench. Measurement will be by volume, based on the specified trench width and depth. The tendered rate shall cover all the additional costs associated with the cement stabilizing of the material.

**PSLB 8.1.6 Freehaul**

- Delete the sub-clause and substitute:

All haul of material for bedding cradle and/or selected fill blanket obtained from trench excavations carried out on the Works under this Contract, will be regarded as freehaul.

**PSLB 8.2.1 Provision of Bedding from Trench Excavation**

Delete the sub-clause and substitute the following:

Without the need for screening or other treatment:

a) Selected granular material .....Unit: m<sup>3</sup>

b) Selected fill material .....Unit: m<sup>3</sup>

Including for screening and/or other treatment:

c) Selected granular material .....Unit: m<sup>3</sup>

d) Selected fill material .....Unit: m<sup>3</sup>

The rates shall cover the cost of acquiring (and screening or other treatment where applicable) from any trench excavation carried out under this contract, bedding that complies with the specification, delivering it to points alongside the trench spaced to suit the Contractor's methods of working and disposing of displaced material at the disposal area(s).

Add the following new sub-clauses

**PSLB 8.2.6 Supply and place stone bedding from commercial sources .... Unit: m3**

The tendered rate shall cover the cost of acquiring the stone regardless of distance, delivering it to points alongside the trench to suit the contractor's methods of working and placing the stone in the trench bottom.

**PSLB 8.2.7 Supply and install geotextile material where ordered ..... Unit: m2**

The tendered rate shall cover the cost of acquiring the geotextile material regardless of distance, delivering it to points alongside the trench to suit the contractor's methods of working and placing the geotextile material in the trench bottom. The tendered rate shall also allow for all wastage and overlaps of 200mm. The geotextile material shall have a minimum density of 150g/m2.

**PSLE STORMWATER DRAINAGE****PSLE 3 MATERIALS****PSLE 3.1 PIPES AND SKEWED ENDS**

Add the following to sub-clause 3.1(a)

Pipes for stormwater drainage are to be Class 100D reinforced concrete pipes spigot and socket.

Add the following to sub-clause 3.1 (d)

Skew ends of pipes in headwalls, manholes and kerb inlets may be cut on site. Cutting is to be done as neatly as possible. Any pipes damaged during the cutting or any stage of construction are to be replaced with new pipes. The cut ends are to be stopped 50mm short of the face of the brickwork and neatly finished with plaster.

**PSLE 8 MEASUREMENT AND PAYMENT****PSLE 8.2.8 SUPPLY AND INSTALL MANHOLES AND CATCHPITS**

Notwithstanding Payment Clause 8.2.8 the rates tendered for supply and installation shall cover all additional excavation in soft material over and above the trench excavations.

**PSMJ SEGMENTED PAVING BLOCK****PMJ-3 MATERIALS****PSMJ-3.4** Herbicide and Ant Poison.

The herbicide and ant poison shall be environmentally friendly and shall be subject to the engineer's approval.

**PSMJ-5.2 CONSTRUCTION****PSMJ-5.2 EDGE RESTRAINTS.**

*Add to the Sub-Clause*

Cast in situ or prefabricated concrete edge beams or intermediate beams shall be constructed on the underlying pavement layer in accordance with the details shown on the drawings. No paving blocks shall be laid before the edge and intermediate beams have developed sufficient strength to withstand the construction forces

**PSMJ-8.3 SCHEDULED ITEMS****PSMJ-8.2.1 Cast in situ concrete edge and intermediate beams** metre (m)

*Delete Sub-Clause and replace with:*

The unit of measurement shall be the metre of concrete in edge and intermediate beams. The quantity shall be calculated from the dimensions shown on the drawings or authorized by the engineer.

The tendered rate shall include full compensation for furnishing all materials, constructing the sand bedding, laying and compacting the concrete pavement blocks, filling the joints with jointing sand, and for all other work

**PSMJ .2.6 Provision of approved herbicide and ant poison:**

- |   |                |
|---|----------------|
| (a) Provision of materials  | prime cost sum |
| (b) Contractor's charges and profit added to the prime Unit cost sum. | per cent (%)   |

Payment under the prime cost sum for providing ant poison and herbicide and the contractor's costs and profit in this respect shall be made in accordance with the provisions of the general conditions of contract, but, in addition, the contractor's tendered rate for costs and profit shall include full compensation for applying the chemicals as specified.

**PSMH ASPHALT BASE AND SURFACE****PSMH.3 MATERIALS (CLAUSE 3)**

The material standards specified in SABS 1200 MH for asphalt base and surfacing shall apply.

**PSMH.6 TOLERANCES (CLAUSE 6)****PSMH.6.3.6 Smoothness (Sub-Clause 6.3.6)**

In addition to the requirements of 6.3.6, the degree of accuracy for all new surfacing shall be Degree II and overlays to existing roadways and scratch coats shall be degree III.

**PSMH.8 MEASUREMENT AND PAYMENT (CLAUSE 8)**

*Add the following:*

**PSMH.8.5.3 Tack coat .....Unit: m<sup>2</sup>**

The unit of measurement shall be the square meter of tack coat applied

The rate shall include full compensation for sweeping clean the existing road surface, protecting the kerbing from tack over spray, supplying, diluting and applying tack at the specified rate, and applying tack along all joints to adjudicate material using a paint brush or similar approved tool.

**C3.4.5 Particular Specifications****PLI: LABOUR-INTENSIVE SPECIFICATION****PLI 1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) Trenches having a depth of less than 1, 5 metres
- (b) Stormwater drainage
- (c) Low-volume roads and sidewalks.

**PLI 2 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

**PLI 3 Hand Excavatable Material**

Hand excavatable material is material:

**(a) Granular Materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

**(b) Cohesive Materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

*Note:* (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

- (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

Granular Materials		Cohesive Materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

#### **PLI 4 Trench Excavation**

All hand excavatable material in trenches having a depth of less than 1, 5 metres shall be excavated by hand.

#### **PLI 5 Compaction of Backfilling to Trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

- (a) to 90% Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP

#### **PLI 6 Excavation**

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PLI 7 Clearing and Grubbing**

Grass and small bushes shall be cleared by hand.

**PLI 8 Shaping**

All shaping shall be undertaken by hand.

**PLI 9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**PLI 10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

**PLI 11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.

**PLI 12 Spreading**

All material shall be spread by hand.

**PLI 13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**PLI 14 Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**PLI 15 Stone Pitching and Rubble Concrete Masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

**PLI 16 Manufactured Elements**

Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire.



**C3.5 HEALTH AND SAFETY**

The **OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 of 1993) (OHS ACT)** covers inter alia "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Part 10: Pro-forma's, between the Employer and the Contractor in this contract are:

1. The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
2. The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
3. The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
4. The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
5. The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
6. The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-
  - a) the address of the premises on which such work will be carried out,
  - b) the nature of such work,
  - c) the date on which it is expected that such work will be commenced, and
  - d) the date on which it is expected that such work will be completed;all in terms of Clause 15c of the GAR
7. The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

**C3.5.1 Health and Safety Requirements and Procedures****(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the above mentioned plan or regulations.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the above mentioned regulations.

**(b) Project Safety Specification**

It is recorded that this project will be undertaken in accordance with the guidelines and requirements included under the **Safety Specification: Construction, Health and Safety as included under Part C3.6 of this Document** and the sub-sections thereto. The contents of the specification are based on the minimum requirements as stipulated under the Occupational Health and Safety Act No 85 of 1993 (OHS) and the Construction Regulations of July 2003 (CR).

PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1

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PART C4: SITE INFORMATION

Locality Plan

The site is located in Hillview Ward 01 within SAKHISIZWE LOCAL MUNICIPALITY.



**PAVING OF HILLVIEW INTERNAL STREETS IN WARD 1**

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**PART C5: DRAWINGS**

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## **PART C5: DRAWINGS**

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

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

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

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

Tender drawings are issued separately and are listed hereunder:

<b><u>Drawing Number</u></b>	<b><u>Drawing Description</u></b>
BII369/09/01	Layout -Road 1
BII369/09/02	Layout- Road 2
BII369/09/03	Layout- Road 3
BII369/09/04	Layout- Road 4
BII369/09/SD05	Kerb and Channel details
BII369/09/05	Typical Road Cross-section