

SAKHISIZWE LOCAL MUNICIPALITY



TENDER DOCUMENT:

PAVING OF TAKALANI INTERNAL STREETS – PHASE 1

BID NO: SLM/SCM/64/2025/2026

NAME OF BIDDER: _____

TENDER AMOUNT: _____

CSD REGISTRATION NUMBER: _____

CLOSING DATE: 05 June 2026

CLOSING TIME: 12:00

CIDB GRADING REQUIRED: 5CE OR HIGHER

PREPARED FOR:



SAKHISIZWE LOCAL MUNICIPALITY
The Municipal Manager
P O Box 26
Cala
5455

Tel: 047 877 0000
Fax: 040 673 3771

PREPARED BY:



MHC Group
Kathehong Location
Mount Fletcher
4770
Tel: 062 882 9468

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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T1.1 BID NOTICE

SAKHISIZWE LOCAL MUNICIPALITY



BID INVITATION ADVERTISEMENT

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

Bid Number	Bid Description	Functionality		CIDB Grading	Enquiries	Compulsory Briefing session	Closing Date
Bid No: SLM/SCM/64/2025/2 026	PAVING OF TAKALANI INTERNAL STREETS-PHASE 1	Experience of Company	30	5 CE OR HIGHER	Technical Queries: Mr L.Tyobeka at (045)93 11011 email address: pmutech.sakhisizwe@gmail.com .	21 May 2026 @12H00 ERF 5556, Umthatha Road, Cala	05 June 2026 @12H00 15 Maclear Road, Elliot
		Experience of Site Personnel	30				
		Plant and Equipment	35				
		Financial Resources	05				
		TOTAL	100				
					SCM enquiries: Ms S. Ntanjana: 045 931 1011, Email: sntanjana@sakhisizwe.gov.za		

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.

Evaluation Criteria 80/20 Price=80 Specific Goals=20: Specific Goals: Black Owned Company 02 Points, Locality 10 Points, Youth Owned Company 08 Points (attach a full CSD report/statement of Municipal account/ proof of residence)

The terms of reference are detailed in the Bid Document

OBTAINING OF TENDER DOCUMENT: Tender documents are obtained from e-tender portal (www.etenders.gov.za) and Sakhisizwe Website (www.slm.gov.za)

COMPULSORY BRIEFING: A compulsory pre-tender briefing will be held on 21 May 2026 the venue will be in **Cala Municipal Offices Address ERF 5556, Umthatha Road, Cala, 5455**. Representatives of prospective bidders will meet the Employer's representatives at Cala Municipal Offices at 12h00. **Those parties arriving more than 15 minutes after the actual commencement of the briefing will not be allowed to sign the Attendance Register.** Prospective tenderers that do not attend the compulsory clarification meeting will not be allowed to tender and will be viewed as non – complaint.

Completed sealed bids and supporting documents, addressed to the Municipal Manager and marked with “**Description of the project and the bid number**” must be deposited in the Bid box situated at Budget office Sakhisizwe Municipal offices 15 Maclear Road, Elliot, 5460, at which the tenders will be opened in public.

The following compulsory supporting documents shall accompany your submissions:

- Latest Full CSD Report (Not Older than Three Months)
- Fully Completed and Signed bid document and MBD 1 to 9 (attached on the tender document)
- Originally certified I.D copies of Directors (Not older than 6 Months)
- COIDA Letter of Good standing

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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- CIDB Proof of Registration
- Bid documents must remain intact.
- Municipal billing clearance certificates or Statement (not older than 3 months)/ a lease agreement signed by both parties lesser and lessee in the case of a tenancy or accompanied by municipal rates (not council proof of residence)/services certificate/ 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 amounts. Bidders who reside within the Sakhisizwe Local Municipality jurisdiction will be verified with Sakhisizwe Local Municipality Revenue Section.
- Use of Tippex will render the bid non-responsive.
- Joint Ventures/consortiums must provide signed copies of such agreements by both parties and all other returnable documents for each partner to the Joint Venture.
- 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 to 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 tender and reserves the right to accept the whole or part of the tender thereof.
- Late, faxed, e-mailed and/or un-signed documents will not 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.

MR S.G. SOTSHONGAYE
MUNICIPAL MANAGER

SAKHISIZWE LOCAL MUNICIPALITY
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MBD 1

INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SAKHISIZWE LOCAL MUNICIPALITY)					
BID NUMBER:	SLM/SCM/64/2025/2026	CLOSING DATE:	05 JUNE 2026	CLOSING TIME:	12h00
DESCRIPTION	PAVING OF TAKALANI INTERNAL STREETS– PHASE 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)					
Sakhisizwe Local Municipality					
15 MACLEAR ROAD, ELLIOT, 5460					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL AMOUNT		
TOTAL AMOUNT IN WORDS					
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Technical Services	
CONTACT PERSON	Tofile Yandiswa		CONTACT PERSON	Lwando Tyobeka	
TELEPHONE NUMBER	(045) 931 1011		TELEPHONE NUMBER	(045) 931 1011	
FACSIMILE NUMBER	(045) 931 1361		FACSIMILE NUMBER	(045) 931 1361	
E-MAIL ADDRESS	ymtofile@sakhisizwe.gov.za		E-MAIL ADDRESS	pmutech.sakhisizwe@gmail.com	

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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MBD: PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. 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>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR 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>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</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:

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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.....

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T1.2 Tender Data

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is Sakhisizwe Local Municipality
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work C2.3 Standardized Specifications Part 4: Site information C4 Site information
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work; Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and

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3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on

F2.15.1 each tender offer package are:

**Tender Box at the
Offices of the Sakhisizwe Local Municipality
15 Maclear Road,
Elliot**

F.2.13 A two-envelope procedure will not be followed.

F.2.14 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.23 The tenderer is required to submit with his tender:

- 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board
- 2) Proposed site agent for project must obtain a qualification NQF Level 5 in labor intensive construction methods and have at least a National Diploma in Civil Engineering Qualification or higher.
- 3) Where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion

payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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.

F.3.4 Tenders will be opened immediately after the closing time for tenders at **Sakhisizwe Local Municipality, 15 Maclear Road, Elliot**

F.3.11 The procedure for the evaluation of responsive tenders is Method 2

F3.13.1 Tender offers will only be accepted if:

- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

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Annexure: Standard Conditions of Tender



CIDB Standard Conditions of Tender

(July 2019 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it

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difficult to fulfil his or her duties impartially;

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

F.1.4 Cancellation and Re-Invitation of Tenders

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 The employer's right to accept or reject any tender offer

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.

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

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

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

F.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 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

F.2.2.1 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 comply with requirements.

F.2.2.2 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.

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F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

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

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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.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

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F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

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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 prequalify 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 prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of 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 on specific goalsf 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 Ability 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 Ability evaluation more than the minimum

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number of points for Ability stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for Ability.

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

STAGE 2: FINANCIAL EVALUATION

Price	80 points
Specific Goals	20 points
Total	100 Points

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:

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- 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.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- a) Score tender evaluation points for price
- b) Score points for Specific Goals
- c) Add the points scored for price and Specific Goals

F.3.11.3 Methods 2: Ability , Price and Preference

In the case of an Ability, price and preference:

- 1) Score Ability, rejecting all tender offers that fail to achieve the minimum number of points for Ability 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 Ability as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for Ability must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

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80/20 system for requirements with a Rand value equal to or above R 30 000 and up to R 50 million (all applicable taxes included);

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

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

Where

P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{\min} = Price of lowest acceptable tender.

- 4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the Specific Goals points in accordance with the table below:

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
Locality	10 Points	Lease Agreement / Rates Clearance / Rates Account
Youth Owned Company	08 Points	CSD Report/ Certified I.D of Directors
Black Owned Company	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	04 Points
Within the boundaries of the Eastern Cape	03 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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- 4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).
- 4)(d) The points scored by tender in respect of Specific Goals contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

90/10 system for requirements with a Rand value above R 50 million (all applicable taxes included).

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

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

Where

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{\min} = Price of lowest acceptable tender.

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

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
Locality	10 Points	Lease Agreement / Rates Clearance / Rates Account
Youth Owned Company	08 Points	CSD Report/ Certified I.D of Directors
Black Owned Company	02 Points	CSD Report/Certified I.D Copy of Director

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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	04 Points
Within the boundaries of the Eastern Cape	03 Points
Outside the boundaries of the Eastern Cape/ within South Africa	02 Points
Outside South Africa or Failure to provide proof	0 Points

- 5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5)(d) The points scored by tender in respect of Specific Goals contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 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 Ability

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_S$$

where: S_0 is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

F.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 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.

F.3.19.4 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

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- 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

F.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the bid committees

F.3.19.7 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.

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RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Sakhisizwe Local Municipality Joint Venture Disclosure Form
- B. Compulsory Enterprise Questionnaire
- C. Record of Addenda to Tender Documents
- D. Proposed Amendments and Qualifications
- E. Schedule of Subcontractors
- F. Schedule of Plant and Equipment
- G. Schedule of the Tenderer's Experience (work undertaken for other institutions)
- H. Schedule of work undertaken for Sakhisizwe Local Municipality
- I. Curriculum Vitae of All Proposed Project Team Members
- J. Proposed Method Statement (Quality Plan) for the Execution of the Project
- K. Health and Safety Plan
- L. Certificate of Registration with CIDB
- M. Preliminary Programme
- N. Cashflow Projections
- O. Proof of Purchase of Tender Documents
- P. Sub-Contracting of the Works to Local SMME Contractors
- Q. Workman's Compensation Certificate
- R. List of Other Returnable Documents Required for Tender Evaluation Purposes

2. Other documents required only for tender evaluation purposes

- A. Certificate of Contractor Registration issued by the Construction Industry Development Board.
- B. Tax Clearance Certificate (MBD 2)
- C. Where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

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- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

- D. Certificate of bidder's visit to the site
- E. Certificate of Authority for Signature
- F. Alterations by bidder
- G. Surety and Bank Details
- H. Company Composition
- I. Declaration of Interests (Kinship, Relationship with persons employed by Sakhisizwe Local Municipality)
- J. Declaration of Interest (in the Service of the State) (MBD 4)
- K. Declaration (Validity of Information Provided)

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences) / Preferencing Schedule (contract participation goals)

4. The offer portion of the C1.1 Offer and Acceptance

5. C1.2 Contract Data (Part 2)

6. C2.2 Bills of quantities

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1A. JOINT VENTURE DISCLOSURE FORM

GENERAL

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

1. JOINT VENTURE PARTICULARS

The Joint venture is required to submit all documents required for the allocation of preference points. Failure to submit the required supporting documents will result in Zero points being allocated for preference point.

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

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2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

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

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

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

3.2(a) Name of Firm

Postal Address

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Physical Address

Telephone.....

Fax.....

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

.....

3.3(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

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

.....

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

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

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....
.....

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.....
 (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits). **The joint venture must have a single account and proof from the bank. Account should be in the JV name.**

(a) Joint Venture cheque signing

.....

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

.....

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

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

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9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

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

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

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10. PERSONNEL

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

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

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

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners
.....

(ii) Number currently employed by the Joint Venture
.....

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

.....

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

.....
.....

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

.....
.....

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11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

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

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

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

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

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Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

(Continue as necessary)

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1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*
--------------	-------------------------	------------------------------------

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

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Signed

Date

Name

Position

*Enterprise
name*

Contractor _____

Witness 1 _____

Witness 2 _____

Employer _____

Witness 1 _____

Witness 2 _____

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1C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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1E. SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

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11. CURRICULUM VITAE OF ALL PROPOSED PROJECT TEAM MEMBERS

Tenderers MUST attach CV's of proposed project team members,

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1J. SCHEDULE OF APPROACH AND METHODOLOGY

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1L. CERTIFICATE OF REGISTRATION WITH CIDB

The Tenderer is to attach copies of Tenderer’s Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer’s responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	CIDB Registration Number	Category and Class of Registration e.g.3GB

My/Our failure to submit the certificate(s) or furnish the required details with my/our tender document will lead to the conclusion that I/we are not registered with CIDB and therefore are not eligible to tender.

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

DATE:

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1M. PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS														

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

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

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1N. CASHFLOW PROJECTIONS

[Projected cashflow compatible with the programme of works to be inserted here]

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10. PROOF OF PURCHASE OF TENDER DOCUMENT

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

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Q. WORKMENS'COMPENSATION CERTIFICATE (Or Proof of Payment Contributions in Terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

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1R. LIST OF OTHER RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

attach certified copies of the following documents:

- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Registration with Central Supplier Database (CSD)

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2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD

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2B.

MBD 2

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.
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.

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SUBMISSION OF GOOD STANDING CERTIFICATES REGARDING TAX AND LEVIES

It is a condition of this tender that:

- i) The taxes of the successful tender must be in order or a letter from the Receiver of Revenue that suitable arrangements have been made to bring the taxes in order. A current original Tax Clearance Certificate from the Receiver of Revenue must accompany the tender document. Failure to do so will result in the bid being disqualified.

- ii) All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate must be attached where the business has its head or regional office, failure to do so will result in the bid being disqualified.

- iv) If the submitted good standing certificates are found not to be correct, the MFL may, in addition to any other remedy it may have:
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the MFL as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the MFL may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (a) A letter regarding payment arrangements of the levies and taxes from the local municipality where the head office/ branch is must be attached.
 - (b) impose on the contractor a penalty not exceeding 5% of the value of the contract.

- v) each party to a Consortium/Joint Venture/Sub-contract must submit separate tax and levies certificates.

- vi) the tenderer shall submit with their tender current original certificates of the following failure to do so will invalidate the bid:
 - (a) the latest original tax certificate in respect of both the Income and Value Added Tax showing the date of issue and district of the Tenderer;Municipal department of finances certificate of good standing or rates clearance certificate

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2D CERTIFICATE OF BIDDER’S VISIT TO THE SITE

This is to certify that, I
representative of (bidder)

.....
.....

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

Telephone number:

Fax number:

in the company of (Engineer)

visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

BIDDER'S REPRESENTATIVE: (Signature).....
(Name).....

ENGINEER'S REPRESENTATIVE: (Signature).....
(Name).....

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2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form. Signing this form is not an indication of authority to sign non –submission will lead to dis-qualification. Therefore a copy of resolution for authority of signatory must be attached and signed before the commissioner of oaths, stamp and date of the commissioner must appear as failure would invalidate the bid.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Mrs..... , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

Signed at.....on thisday of20...

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2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from

.....

Contact Person

Contact Telephone numbers

Type of Surety

A letter of intent must be attached failure will result in the tenderer being disqualified.

BANK DETAILS

Bank Name

Account Number

Account Type

Contact Person

Tel No.

Fax No.

Address

BIDDER'S SIGNATURE

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BID NO: SLM/SCM/64/2025/2026**

2H. COMPANY COMPOSITION

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

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

A. Certificate for Company

I..... chairperson

Of the board of

Hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms

Acting in the capacity of was authorised to sign all documents in connection with this tender for Contract NO. **SLM/SCM/64/2025/2026** and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:

2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorise

Mr/MsActing in the capacity of

....., to sign all documents in connection with this tender for

Contract **No. 8/2/116/2024-2025** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby

Authorise Mr/Msauthorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract NO. **SLM/SCM/64/2025/2026** and any contract resulting from it on, our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

Ihereby confirm that I am

The sole owner of the business trading as

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

....., hereby authorise Mr/Ms

acting in the capacity of, to sign all to sign all documents in connection with this tender for Contract NO. **SLM/SCM/64/2025/2026** And any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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2I. DECLARATION OF INTEREST (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY SAKHISIZWE LOCAL MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Sakhisizwe LM including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Sakhisizwe LM, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the Sakhisizwe LM or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

.....

.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

**SAKHISIZWE LOCAL MUNICIPALITY
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2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....

* 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.

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.....
3.8 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?

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**SAKHISIZWE LOCAL MUNICIPALITY
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2K. DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Sakhisizwe Municipality.

.....
SIGNATURE OF DECLARER

DATE

.....
POSITION OF DECLARER

**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the Sakhisizwe LM, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Sakhisizwe LM may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the Sakhisizwe LM may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Sakhisizwe Municipality and such bidder.

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MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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 **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

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

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Total points for Price and SPECIFIC GOALS	100
--	------------

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:

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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.

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

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
Locality	10 Points	CSD Report/ Rate Clearance/ Proof of Address
Youth Owned Company	08 Points	CSD Report/ Certified I.D of Directors
Black Owned Company	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

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

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- 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.

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

SURNAME AND NAME:

DATE:.....

ADDRESS:

.....

.....

.....

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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:

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

Where

x imported content

y bid price excluding value added tax (VAT)

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

1.7. A bid will be disqualified if:

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

2. Definitions

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- 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

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

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Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: (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).

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SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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 services 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 fulfilment 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

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MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	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

WITNESSES

1

2

**SAKHISIZWE LOCAL MUNICIPALITY
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MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<u>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?</u> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? is Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <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"/>

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4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Whether 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"/>
4.5.1	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

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form must form part of all bids¹ 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).² 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 Form 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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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.
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

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3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

ADJUDICATION OF BIDS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Bidder's approach to this subject will be an important criterion in the Bid adjudication process. Failure to provide the information could prejudice a Bid.

Responsive Bids will be adjudicated by SAKHISIZWE LOCAL MUNICIPALITY in two stages, Stage 1 for the adjudication using the Quality criteria (as spelt out in F.3.8 and tender data) and Stage 2 using a system which awards points on the following basis:

- Price80
- Specific Goals.....20

The Bid obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the contract will be awarded to the Bidder with the higher Specific Goals points. In the event where two or more Bids still score the same number of points even after the above criterion has been applied, the contract will be awarded through the drawing of lots.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited.

1. GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

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

The value of this bid is estimated to less than R50 000 000 and therefore the 80/20 system shall be applicable.

Adjudication Points for this bid shall be awarded for:

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

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THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:

1.3.1.1 PRICE	POINTS 80
1.3.1.2 Specific Goals	20

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
Locality	10 Points	CSD Report/ Rate Clearance/ Proof of Address
Youth Owned Company	08 Points	CSD Report/ Certified I.D of Directors
Black Owned Company	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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Total points for Price and Specific Goals must not exceed 100.

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

2. GENERAL DEFINITIONS

- 2.1.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.1.3 **“Comparative price”** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4.1 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.4.2 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.4.3 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.

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- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.6.2 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.6.3 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9.1 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI;
- 2.10.1 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.10.2 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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FUNCTIONALITY SCORING

DETAILS	Total Max Points	Item Max Points
Criteria 1: Experience of company (30)	30	
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. (PRACTICAL COMPLETION CERTIFICATES DO NOT EARN YOU POINTS, ONLY WORKS COMPLETION OR FINAL COMPLETION CERTIFICATES WILL EARN YOU POINTS)		
Criteria 2: Experience of Site Personnel (30)		
2.1 Contracts Manager	10	
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. (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)		
2.2 Site Agent (SA)	10	
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. (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)		

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2.3 General Foreman (GF)	5	
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.		
2.4 Health & Safety Officer (OHS)	5	
If OHS Officer has a Diploma qualification in safety management or better, valid registration with SACPCMP and 10 years of experience in Construction Projects		5
If OHS Officer has a Diploma qualification in safety management or better, valid registration with SACPCMP and 5 years of experience in Construction Projects		4
If OHS Officer has a Diploma qualification in safety management or better, valid registration with 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		

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Criteria 3: Approach (35)		
Plant and equipment	35	
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 ³ 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		5
Criteria 4: Financial Resources (5)		
4.1 Financial Status (Bank Ratings)	5	
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
TOTAL POINTS FOR QUALITY	100	

Bidder to score a minimum of 70 points to be considered for price.

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THE CONTRACT

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C1.1 AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for

BID: PAVING OF TAKALANI INTERNAL STREETS – PHASE 1

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

THE OFFERED TOTAL OF THE 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.

Signature _____ Date _____

Name _____ Capacity _____

for the tenderer

(Name and address of organization) _____

Name and signature of a witness _____

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Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Date

Name

Capacity

For The Employer

Sakhisizwe Local Municipality
ERF 5556 Umtata Road
Cala
5455

Name and signature of witness

Date:

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Schedule of Deviations

- 1 Subject:.....
Details
.....
.....

- 2 Subject
Details
.....
.....

- 3 Subject
Details
.....
.....

- 4 Subject
Details
.....
.....

- 5 Subject
Details
.....
.....

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

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

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized 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, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract 2015 make several references to the Contract Specific 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 below 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, referring to the General Conditions of Contracts for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is 6 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is 6 months

Clause 1.1.1.15:

The **Employer** is the **Sakhisizwe Local Municipality**, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The name of the **Engineer** is **MHC Group (PTY) LTD**

Clause 1.2.1.2:

The address of the Employer is

ERF 5556 Umtata Road
Cala
5455

and is referred to in this Contract Document by the terms “Employer”, or “Sakhisizwe Local Municipality” as the context provides.

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Clause 1.1.1.26:

The Pricing Strategy is Re-measurement Contract.

Clause 5.3.1:

The documentation required before commencement with Works execution are:

- Health and Safety Plan (refer to Clause 4.3), approved by an appropriately qualified practitioner
- Initial programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)

Clause 5.3.2:

The time required to submit the required documentation before commencement with Works execution is 10 working days.

Clause 5.8.1:

The non-working days are Sundays

The special non-working days are (1) public holidays and

- (2) the days on which the construction industry normally shuts down around the 16th December and the first Monday of the subsequent year

Clause 5.13.1:

The penalty for failing to complete the Works is R1 500 per day.

Clause 5.16.3:

The latent defect period is 10 years.

Clause 6.5.1.2.3:

The percentage limit allowance to cover overhead charges is 10%.

Clause 6.10.1.5:

The percentage advance on materials not yet built into Permanent Works is 80%.

Clause 6.10.3:

The limit of retention is 10% of the Contract Price.

Clause 6.11:

Delete Clause 6.11.

Clause 8.6.1.1.2:

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

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 10% of the value of the repairs.

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Clause 8.6.1.3:

The limit of indemnity for liability insurance is R5 000 000.

Clause 10.4:

Dispute resolution is to be by means of an amicable settlement procedure known as mediation.

Clause 5.12.2.2:

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 as reflected in the programme exceed the number of 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 critical work.

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 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 Engineer, such extension of time will be used to adjust the Due Completion Date 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.

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Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is:

Physical Address:

Postal Address

Telephone: Fax.....

Email address:

Clause 6.2.1:

Type of security (VAT excluded)	Contractor's Choice (indicate "Yes" or "No")
Cash deposit of 10% of Contract Sum	
Payment reduction of 10% of the value certified in the payment certificate.	

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

SIGNED ON BEHALF OF TENDERER:

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C1.3 Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means: **Sakhisizwe Local Municipality**

“Contractor” means:

“Engineer” means: **MHC Group (PTY) LTD**

“Works” means: **PAVING OF TAKALANI INTERNAL STREETS – PHASE 1**

“Site” means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

“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 (where applicable) or R.....

Amount in words:

“Guarantee Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry date” means:

CONTRACT DETAILS

The Engineer issues: Interim Payment Certificates, Final Payment Certificate and Certificate of 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 Performance Guarantee up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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.

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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 Engineer 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) calendar 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 the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon 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 upon in terms of 5; or
 - 5.2 a provisional of 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 the 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 the 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 affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

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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 the jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at

Date

Guarantor’s representative (1)

Guarantor’s signatory (1)

Capacity

Guarantor’s representative (2)

Guarantor’s signatory (2)

Capacity

Witness name (1)

Witness signatory (1)

Witness name (2)

Witness signatory (2)

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PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1. Units, symbols, meaning of terms Units of measurement, symbols The units of measurement are metric units as standardised by the "Système International d'Unités" (SI). Note that the comma is the decimal indicator in Europe and South Africa, formally adopted by the ISO and the IEC as well, and that numerals are grouped into groups of three for readability, separated by a space, e.g. 1 233,55. The following unit symbols (not abbreviations) are used in this document: °C degrees Celsius L litre g gram m metre Hz Hertz m² square metre h hour m³ cubic metre d day kN kilonewton mm millimetre kPa kilopascal MPa megapascal kW kilowatt t tonne
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day =		Work day
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be

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provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in COLTO Standard Specifications.

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C2.2 Bills of Quantities

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Sakhisizwe Local Municipality - Paving of Takalani Internal Streets-Phase 1							SECTION 1200 A
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TENDER AMOUNT		
1200	GENERAL REQUIREMENTS AND PROVISIONS						
B 12,01	(a) Provision for payment of Community Liason Officer (R6000,00 per monthx 1CLO)	month	6,00	6 000,00	36 000,00		
	(b)Provision for payment of Project Steering Committee (R350/meeting/month by 5 members)	month	6,00	1 750,00	10 500,00		
	(c)Provision for payment of student in training (R6500 per month)	month	6,00	6 500,00	39 000,00		
	(d)Handling cost and profit in respect of item B12.01 (a,b & c)	%		85 500,00	-		
B12,03	(a) Project Name board including installation using 110mm dia. Treated timber posts inclusive of excavation,erecting,backfilling and fastening as directed by the engineer.	No	1,00		-		
	(b) Relocating and/or protecting of existing services	Sum	1,00		-		
B12,06 (a)	(i) Provision of Accredited Training	Prov. Sum	1,00	250 000,00	250 000,00		
	(ii) Handling cost and profit in respect of item B12.06 (a i)	%		250 000,00	-		
(b)	(i) Provisional sum for Survey	Prov. Sum	1,00	10 000,00	10 000,00		
(c)	(ii) Handling cost and profit in respect of item B12.06 (c i)	%		10 000,00	-		
(D)	(i) Provisional sum for Environmental services (Nominated Consultant)	Prov. Sum	1,00	10 000,00	10 000,00		
	(ii) Handling cost and profit in respect of item B12.06 (d i)	%		10 000,00	-		
(E)	(i) Provisional sum for Occupation Health and Safety Consultant (Nominated Consultant)	Prov Sum	1,00	300 000,00	300 000,00		
	(ii) Handling cost and profit in respect of item B12.06 (e i)	%		300 000,00	-		
1200	TOTAL CARRIED TO SUMMARY				R		

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Sakhisizwe Local Municipality - Paving of Takalani Internal Streets-Phase					SECTION 1300	
Item	Description	Unit	Quantity	Rate	Amount	
13.00	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
13,01	The contractor's general obligations					
(a)	Fixed obligations	Lump Sum	1		-	
(b)	Valued-related obligations	Lump Sum	1		-	
(c)	Time-related obligation	Month	6		-	
B.13.02	Occupational Health & Safety					
(a)	Preparation of Health & Safety Plan	Lump Sum	1		-	
(b)	Compilation of a Risk Assessment prior to commencement of Construction.	Lump Sum	1		-	
(c)	Health & safety induction training of employees	Lump Sum	1		-	
(d)	Compilation and keeping up with date the Health & Safety file which shall include all documentation required in terms of the Act. Implementation of the health and Safety plan over the entire construction	Month	6		-	
	NOTE: The combined total tendered for items B13.01(a), (b) and (c) shall not exceed 15% of the Tender sum excluding VAT.					
Carried forward to summary of bill of quantities				R	-	

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Sakhisizwe Local Municipality - Paving of Takalani Internal Streets-Phase 1					
Item	Description	Unit	Quantity	Rate	Amount
15.00	ACCOMODATION OF TRAFFIC				
15,01	Accommodating traffic and maintaning temporary deviations	km	1,05		-
15,03	Temporary traffic-control facilities				
a)	Flagmen	man-days	264		-
b)	Portable STOP and GO-RY signs	No	2		-
c)	Road signs R- and TR- series (600mm)	No	4		-
d)	Road signs and TW- series (600mm)	No	4		-
e)	Amber flicker lights for use by the Engineer and his staff	No	4		-
f)	Delineators (DTG50J) (600mm high)x 200mm wide:	No	20		-
g)	Mounted back-to-back	No	4		-
h)	Moveable barricade/road sign combination (6m wide)	No	4		-
i)	Traffic cones (750mm high)	No	20		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
16.00	OVERHAUL				
16,01	Overhaul on material hauled in excess of 0.5 km, for haul of up to or through 1 km (restricted overhaul)	m ³	400		-
16,02	Overhaul on material hauled in excess of 1 km (ordinary overhaul)	m ³ -km	1350		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
17.00	CLEARING AND GRUBBING				
17,01	Clearing and grubbing	ha	0,11		-
8.2.5	Removal of fence encroaching road servitude and erect at correct position	m	208,00		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
B1800	DAY WORK SCHEDULE				
B18.01	Labourers:				
(i)	Unskilled	hr	1,00	R	-
(ii)	Semi-skilled	hr	1,00	R	-
(iii)	Skilled	hr	1,00	R	-
B18.02	Foreman	hr	1,00	R	-
B18.03	Tipper Trucks:				
(i)	3 - 5 ton	hr	1,00	R	-
(ii)	5,1 - 10 ton	hr	1,00	R	-
B18.04	Loader (0.5m ³)	hr	1,00	R	-
B18.05	Loader (1-2.5m ³)	hr	1,00	R	-
B18.05	Grader (CAT 140G or similar)	hr	1,00	R	-
B18.06	LDV	hr	1,00	R	-
B18.07	Compaction Rollers:				
(i)	Vibrator roller	hr	1,00	R	-
(ii)	Tamping roller	hr	1,00	R	-
(iii)	Grid roller	hr	1,00	R	-
B18.08	Hand Controlled Compactors				
(i)	Pedestrian roller (Bomag BW90)	hr	1,00	R	-
(ii)	Vibratory plate	hr	1,00	R	-
(iii)	Rammers	hr	1,00	R	-
B18.09	Water truck (min 10000 l)	hr	1,00	R	-
SECTION B1800 TOTAL CARRIED TO SUMMARY				R	-

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Item	Description	Unit	Quantity	Rate	Amount
21.00	DRAINS				
21,01	Excavation for open drains:				
(a)	Excavating soft material situated within the following depth ranges below the surface level:				
(i)	0 m up to 1.5 m	m ³	9,45		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
23.00	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing				
(a)	Precast kerbing to SABS 927				
(i)	Figure 8 Kerb including bedding, laying and haunching (as per drawing)	m	1 050,00		R -
(ii)	300mm wide tapered kerbing (fig 14) and 150mm barrier kerbing (fig 3) kerb and channel including transitions, bedding, laying and haunching (as per drawing) for all belmouth sections	m	278,00		R -
23,07	Trimming of excavations for concrete-lined open drains:				
(a)	In soft material	m ²	630		R -
(b)	In hard material	m ²	10,4		R -
23,08	Concrete lining for open drains				
(a)	Cast in situ concrete lining class 25/19 for all types of open drains including drifts	m ³	106,5		R -
(b)	Repair to existing concrete channel	m	0		R -
23,09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):				
(a)	To sides with formwork on the internal face only	m ²	310		R -
23,10	Sealed joints in concrete linings of open drains				
(d)	Soft Board expansion	m	1050		R -
23,12	Steel reinforcement:				
(c)	Welded steel fabric (High-tensile steel ref. 311)	kg	2837		-
23/16,02	Overhaul on material hauled in excess of 1,0km (ordinary overhaul on spoil material)	m ³ -km	63		R -
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
33.00	MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free-haul up to 1 km	m ³	630		-
33,01	Removal of unsuitable material and spoil	m ³	945	R	-
(b)	(a) In situ treatment by ripping 150 mm thickness and compact to 93% modified AASHTO. This should include side drains, mitre drains and bolsters as directed by the engineer.	km	1,05	R	-
(c)	hard excavation	m ³	9	R	-
Carried forward to summary of bill of quantities				R	-

Item	Description	Unit	Quantity	Rate	Amount
34.00	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	Pavement layers constructed from gravel obtained from commercial sources (rate to include hauling)				
(a)	150mm thickness C4 stabilized, compacted to 98% MOD AASHTO. Rate to include delivering material on site	m ³	1071		-
(b)	150mm thickness G7 Gravel Wearing Course crushed, compacted to 93% MOD AASHTO . Rate to include delivering material on site	m ³	234		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
56.00	ROAD SIGNS				
56,01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
(b)	Prepainted galvanized steel plate (chromadek or approved equivalent)				
i)	Octagonal "STOP" sign 600mm width (ref. R1)	No.	5		-
ii)	400mm x 400mm single sided "Sharp Curve Chevron" hazard marker signs, (ref W405)	No.	10		-
c)	Galvanized steel pole				
(i)	3 m long 150 mm diameter	No	5		-
(i)	2.1 m long 150 mm diameter	No	10		-
56,05	Excavation and backfilling for road sign supports	m ³	4		-
56,06	Extra over item 56.05 for concrete 15MpA backfill	m ³	4		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
5700	ROAD MARKINGS				
57,02	Retro-reflective roadmarking paint:				
(a)	White lines (broken or unbroken)				
	(i) 100mm	m	1050		-
(b)	Red lines				
	(i) 100mm	m	10		Rate Only
(c)	White lettering and symbols				
	(ii) New marking	m ²	15		-
Carried forward to summary of bill of quantities				R	-

Item	Description	Unit	Quantity	Rate	Amount
59.00	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,01	Finishing the road and road reserve:				
b)	Single carriageway road	km	1,05		-
Carried forward to summary of bill of quantities				R	-

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Item	Description	Unit	Quantity	Rate	Amount
73.00	CONCRETE BLOCK PAVING FOR ROADS				
73,01a	Main contractor to supply to site Concrete block paving (80mm interlocking paving block 200mm x 100mm, 30 Mpa) and bedding sand. Rate to include supply of all material. Actual work to be done by local SMME	m ²	6 556,00		R -
73,02	Cast in situ concrete hump (3m x 6m Class 30 Mpa)	No	5,00		R -
73,03	Provision of approved herbicide and ant poison:				
a)	Provision of materials	m ²	6 556,00		R 30 000,00
80.00	Provision Amount for local subcontract package (labour only)	Prov			R 486 000,00
	Contractor's charges and profit	%	R 486 000,00		R -
Carried forward to summary of bill of quantities				R	

Item	Description	Unit	Quantity	Rate	Amount
81.00	TESTING MATERIALS AND WORKMANSHIP				
81,02	Other special tests requested by the engineer	Prov Sum	1,0	250 000,00	R 250 000,00
b)	Handling costs and profit in respect of sub-item 81.02 above	%	R 250 000,00		R -
Carried forward to summary of bill of quantities				R	

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PAVING OF TAKALANI INTERNAL STREETS – PHASE 1		
SUMMARY OF BILL OF QUANTITIES		
SECTION N	DESCRIPTION	TENDER AMOUNT
1200	General Requirements and Provisions	
1300	Contractor's Establishment on Site and General Obligations	
1500	Accommodation of Traffic	
1600	Overhaul	
1700	Clearing and Grubbing	
1800	Dayworks	
2100	Drains	
2300	Concrete Kerbing, Channelling, Chutes & Down Pipes and Concrete Lining for Open Drains	
3300	Mass Earthworks	
3400	Pavement Layers of Gravel Material	
5600	Road Signs	
5700	Road Markings	
5900	Finishing	
7300	Concrete Block Paving for Roads	
8100	Testing Material & Workmanship	
Sub-Total A		
Contingencies at 5%		
Sub-Total B		
VAT at 15%		
Total Construction Cost (To form of offer)		

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SQ1 PREAMBLE TO SCHEDULE OF QUANTITIES

SQ1.1 General

SQ1.1.1 The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.

SQ1.1.2 (a) The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

(b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedules by the Contractor.

(c) Clause 8 of each standardized specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.

SQ1.1.3 Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities*. Should any requirement of the measurement and payment clause of the applicable standardised specifications, or the Project Specification, or the particular specifications, conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities*, the requirements of the standard project, or particular specification, as applicable, shall prevail.

SQ1.1.4 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance has been made for waste.

SQ1.1.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer, excluding VAT, for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

SQ1.1.6 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

SQ1.1.7 The Tenderer shall price each item in the Schedule of Quantities in **ink (preferably black)**.

SQ 2 TENDERED SUM

The Tenderer shall base his tendered rates and prices in the Schedule of Quantities on fulfilling and complying with all the requirements of the Tender Document. The Tender Sum stated in the Tender shall be computed from these rates and prices.

SQ 3 VALUE-ADDED TAX

All prices shall be quoted in the currency of the Republic of South Africa. The tendered rates shall exclude Value-Added Tax, but shall include all District Council levies and all other taxes and duties.

Provision has been made on the summary page of the Schedule of Quantities for the addition of VAT.

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SQ 4 ACCURACY OF QUANTITIES STATED IN THE SCHEDULE

The numerical quantity stated against each item in the Schedule is approximate and does not necessarily represent the actual amount of work to be done. The Contractor is not to place his orders for material based solely on these quantities.

SQ 5 CONTRACTS SUBJECT TO THE CONTRACT PRICE ADJUSTMENT CLAUSE GCC 49

The Tenderer shall have allowed in his tendered rates and prices for the recovery of District Council Levies applicable to the Base month of the tender.

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SCOPE OF WORK

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C3: SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS

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

C3.2: PROJECT SPECIFICATIONS

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

Part A contains a general description of the Works, the Site and the requirements to be met.

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

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

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

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The project entails PAVING OF TAKALANI INTERNAL STREETS– PHASE 1

The main objectives of this project are as follows:

- To provide a better standard of gravel roads that will give access to these communities,
- To provide general road safety improvements with the installation of road signs.
- To improve the stormwater drainage system to prevent future erosion.
- To create job opportunities during the construction stage

1.2 Overview of the works

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

The project entails paving of Takalani internal streets with a length of approximately 1050m and works include the following:

Accommodation of Traffic
Overhaul
Clearing and Grubbing
Drains

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Concrete Kerbing, Channelling, Chutes & Down Pipes and Concrete Lining for Open Drains
 Mass Earthworks
 Pavement Layers of Gravel Material
 Road Signs
 Road Markings
 Finishing
 Concrete Block Paving for Roads

1.3 Extent of the works

The scope of the works will include the following:

- Contractor’s establishment on site: The establishment of the contract’s organization, camp and constructional plant on site and their removal on completion of the contract.
- Traffic accommodation: traffic control and accommodation of traffic including the erection, removal and reuse of temporary road signs and where necessary.
- Clearing vegetation and topsoil removal.
- The construction minor earthworks, layer-works and paving course of approximately 750m of road.
- The relocation of services affected by the roadworks.
- The construction of stormwater drainage facilities and associated headwalls/culverts.
- Permanent Road Signage where necessary and installation of road signs at intersections);
- Accommodate existing infrastructure i.e. water, and electricity.

1.4 Material sources, spoil and stockpile areas

The wearing course material required will be imported from commercial source.

Layer	Description	Treatment	Construction Density	TRH 14 Code	Thickness (mm)
Sub-Base	Natural Gravel		98% MOD AASHTO	44	150
Sub-Grade	Natural Gravel		93% MOD AASHTO	G7	150
Total					300

1.5 Accommodation of traffic

The road network under construction is situated within a residential area and access for residents of this area will be available at all times. The public will be accommodated with half width construction and diverted on other alternate routes where possible. Road closures will only be permitted through written approval from the Sakhisizwe Local Municipality.

1.6 Existing services

Refer to Section C4.3.

1.7 Environment

The Contractor’s attention is called to clause B1230 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification.

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1.8 Labour

Local labour is to be used and the employment of such labour is to be effected by the Contractor through liaison with Community Liaison Officer (CLO) who shall assist the Contractor with the recruitment of local labour to ensure an equitable distribution of people employed from those wards in the vicinity of the works.

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1.9 Maintenance of the works during the construction period

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

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Completion.

1.10 Testing of materials

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

1.11 Power supply and other services

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

1.12 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and

for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.13 Contractor's campsite

Possible locations for a campsite shall be pointed out at the site hand-over meeting.

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

1.14 Additional requirements for construction activities

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

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

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C 3.2. DRAWINGS

The reduced drawings that form part of the Tender documents shall be used for Tender purposes only.

The Contractor shall be supplied with three complete sets of unreduced paper plots of the construction drawings. These prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor which the Engineer requires to complete the as-built drawings shall be supplied to the Engineer before a certificate of completion shall be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figures / dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

The drawings for this contract comprise the following:

DESCRIPTION
Typical Cross Sections:
Typical Cross Sections
Geometric Layout:
Geometric Layout – CONSTRUCTION OF ROADS AS PER LOCATION PLAN
Longitudinal Sections:
Composite Drawings – CONSTRUCTION OF ROADS AS PER LOCATION PLAN
Standard Details:
Typical Ditch drain, Typical Road cross section, concrete pavement and stone pitching, Stormwater pipe Details

3. Location of the works

The project is located at Takalani Location

C 3.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

3.2.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

3.2.2 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the construction site.

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3.2.3 Management meetings

Site meetings will be held on a monthly basis at a time and place to be agreed upon.

3.2.4 Daily records

The Contractor shall keep a site diary book, which is to be kept on site at all times. Both the Contractor and the Engineer's Representative on site will sign the site diary every day.

The following to be recorded in the site diary:

- (a) daily records of labour and plant return employed on site
- (b) the work performed on the site
- (c) weather conditions
- (d) materials on site
- (e) delays

3.2.5 Payment certificates

The full back-up documentation such as measurement sheets signed by both the Contractor and the Engineer to substantiate the claims in payment certificate, shall accompany the payment certificate claim for the Employer to expedite verification and certification.

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C3.4: PROJECT SPECIFICATIONS

PART A: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

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

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

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SECTION 1100: DEFINITION AND TERMS

Add the following additional clauses:

“B1156 COMMERCIAL SOURCE

Only commercial source supply is allowed on the project.

B1157 PROCESS CONTROL

Process control means all testing required to be carried out on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Engineer.”

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Delete and replace the words:

“Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with “Clause 5.6 of the General Conditions of Contract for construction works 2015, 3rd edition”.

B1204 PROGRAMME OF WORK

A bar chart programme shall be provided showing the various activities and clearly defined critical path. The programme shall be updated monthly in accordance with the progress made by the Contractor and submitted to the Engineer’s representative two days before the following site meeting.

In drawing up this programme, the Contractor shall make allowance for the following:

- (i) All special non-working days defined in the contract document
- (ii) Use of local labour and training requirements
- (iii) Accommodation of traffic.

Add the following new subclause:

“(c) General requirements

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of the work completed per activity against the original programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that has fallen behind. The Engineer may demand from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of demand”

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B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

B1209 PAYMENT

(b) Rates to be inclusive

In the 3rd line, after the word “quantities”, insert “together with the payment of VAT as a separate item,”

Amend subclause (e) Materials on site by deleting and replacing the words:

“Clause 52 of the general conditions of contract” in the first sentence of the first paragraph with Clause 6.10 of the General Conditions of Contract for construction works 2015, 3rd edition.

Add the following subclause:

“(g) Trade Names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials.”

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

“Clause 54 of the general conditions of contract” in the fourth line of the first sentence with Clause 5.14 of the General Conditions of Contract for construction works 2015 third edition.

Add the following paragraph:

“In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor.”

B1214 CONTRACTOR’S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d) (ii):

“This is also required with respect to fences, gates, campsites, bypasses and material spoiled on private property.”

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Add the following to the last paragraph of subclause (d):

“These written statements, as required in Clause 1214 (b) – (e) shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer.”

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Replace the first paragraph with the following:

“Extension of time in terms of Clause 42 of the general conditions of contract for construction works 2015 third edition in respect of abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Add the following to Method (ii) (Critical-path Method):

The number of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision (“n”), is given in Table B1215/1. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table B1215/1 will qualify for consideration of extension of time.

TABLE 1215/1: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

If no abnormal rainfall or other inclement weather period occurs during a specific calendar month(s), the n-values as specified shall not be taken as accumulating over the contract period. If the n-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions the days will fall away and will not be considered in extension of time claims which may arise later during the contract period.

During the execution of the works, the Engineer’s representative will certify a day lost due to abnormal rainfall and adverse weather conditions if no work was possible on the relevant working day (based on a

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five day working week) on any item which is on the critical path according to the latest approved construction programme.”

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED

Delete and replace the words in the first paragraph:

“Clause 35 of the general conditions of contract” in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2015 third edition.

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

B1229 SABS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

B1230 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

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

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

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item 13.01 but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

B1231 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- (a) The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- (b) Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

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The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard

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SECTION 1300: CONTRACTOR’S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

B1303 PAYMENT

Add the following to Subclause (i):

“The tendered sum for sub item 13.01 (a) also includes full compensation for the complete relocation of the Contractor’s camp or temporary road camps from one road or area to another during the course of the contract.

Under this pay item 13.01 he shall also make allowance for the provision of two labourers to assist the Engineer or the Engineer’s representative as and when required for checking and measuring the various items of work.

The Contractor must make allowances for the provision and erection of 1 No. Contract Name boards, as per the drawings.

Add the following after the fourth paragraph:

“Should the combined total tendered for sub items (a), (b), and (c) exceed 18% of the tender sum (excluding contingencies, CPA and VAT), the Tenderer shall state his reasons in writing for tendering in this manner.”

Add the following at the end of this pay item:

“The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 5.12 of the General Conditions of Contract, 3rd edition 2015, shall be calculated as follows:

- (i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is “month” shall be deemed to be based upon an average of 22 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is “month”.

B1302 (d) COMMUNITY LIAISON OFFICER

The Project Steering Committee or the Ward Committee shall appoint a community liaison officer for the duration of this contract. The Contractor shall direct all his liaison efforts with the local community through the appointed officer.

It is not anticipated that the community liaison officer’s duties will entail a full day’s work, and the Contractor can utilise the community liaison officer to undertake additional duties with the Engineer’s approval.

The Community Liaison Officer’s duties will include:

- (i) to be available on site daily between the hours of 07h00 in the morning until 17h00 in the afternoon;

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- (ii) to determine, in consultation with the contractor, the needs of local labour in terms of relevant technical training, responsible for the identification of suitable trainees;
- (iii) to communicate daily with the Contractor and the Engineer to determine the local labour requirements with regard to the numbers and skills, to identify possible labour disputes and to assist in their resolutions;
- (iv) to ensure the timeous availability of suitable local labour after consultation with appropriate structures and the establishment of a “labour desk”.
- (v) to attend all meetings in which the community and/or labour is present or is required to be represented, in particular attend each monthly/site progress meeting to report on local labour involved and to table relevant issues;
- (vi) to assist in the identification and screening of labourers from the community after consultation with local structures in accordance with the contractor’s requirements;
- (vii) to inform local labour of their conditions of temporary employment and to inform local labourers when their period of employment will be terminated;
- (viii) to attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (ix) to ensure that all labourers involved in activities where tasks have been set are fully informed regarding the principle of task work;
- (x) to keep a daily written record of his interviews and community liaison activities;
- (xi) to compile and maintain labour records as required on a weekly basis;
- (xii) all such activities as agreed upon between all parties concerned.

The Community Liaison Officer shall be fluent in Xhosa and English and shall have excellent communicative skills, all to the approval of the Engineer.

Item	Unit
B13.02 a) Community Liaison Officer	Prov Sum
b) Handling cost and profits in terms of sub item 13.02 (a)	%

A provisional sum is provided for the cost of community liaison, which will include the salary of the Community Liaison Officer for the duration of the contract. The Community Liaison Officer may possibly not be required on a full time basis and this provisional sum will therefore be expended as approved by the Engineer.

The percentage tendered for handling costs and charges shall cover all additional cost for the Contractor over and above the sums paid under sub item (a).”

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic,

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including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hour contact details. Copies of the plans shall be made available to the Engineer and the Employer.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

B1502 GENERAL REQUIREMENTS

(b) **Providing Temporary Deviations**

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

(i) **Traffic Safety Officer**

Add to Sub-clause 1502(i) the following:

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to

Identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer, and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

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The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.”

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hours a day and he shall be directly answerable to the Contractor’s Site Agent. The traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor’s establishment on site.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.
- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502 (i), also be responsible for removal of broken-down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.”

Add the following new Sub-clauses to Clause 1502:

(j) **Public traffic**

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

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(k) Failure to comply with provisions

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

(l) Access to work area

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

(m) Extension of time for completion

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of Clause 1503 with the following:

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Road works, and remove them when no longer required.

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It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, road works, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

(b) Road signs and barricades

Add to Sub-clause 1503(b) the following:

The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

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Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply with the requirements, the work on that section will be suspended without any compensation to the Contractor.

(c) Channelization devices and barricades

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sandbags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night-time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - roadwork.

(e) Warning devices

Add to Sub-clause 1503(e) the following:

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working

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on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503:

(g) Other signs and facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

All traffic cones and road signs shall be always kept clean and visible. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

(h) Safety jackets

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with three jackets. No separate payment will be made for the jackets.

B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS

Add to Clause 1511 the following:

Where applicable, all references to gravel roads and/or diversions shall also include gravel shoulders used as diversions.

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

Amend Clause 1513 as follows:

In the third line of the third paragraph, delete "4 km" and replace with "1 km".

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add to Sub-clause 1602(a) the following:

Overhaul does not include commercial source. Rate for commercial source to include hauling.

(b) Overhaul

Delete Sub-clause 1602(b) and replace with

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On this Contract, ordinary overhaul only will apply. Ordinary overhaul shall apply to all overhaul material in respect of haul in excess of 1.0 km. Overhaul shall be measured by the product of the volume of the material hauled, measured as specified, and the overhaul distance as defined in Clause 1602(e) of the standard specifications.

(d) **Free-haul distance**

Delete from the second sentence the words “, except cut and borrow to fill and cut to spoil material where the free haul distance is 0.5 km.”

B1603 MEASUREMENT AND PAYMENT

Add to Clause 1603 the following:

Item 16.01 will not apply for this contract and the rates for materials hauled for all distances less than 1km shall be deemed to be included in the tendered rates.

SECTION 1700: CLEARING AND GRUBBING

B1704 MEASUREMENT AND PAYMENT

Item	Unit
17.01 Clearing and grubbing	hectare (ha)

Add the following:

“Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates tendered for the applicable items for the above-mentioned work.”

SECTION B1800: DAYWORKS

B1801 SCOPE

This section covers the listing of dayworks items in accordance with the general conditions of contract, for the use of determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the Engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

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B1802 ORDERING OF DAYWORK

No dayworks shall be undertaken unless written authorization has been obtained from the Engineer. Payment for dayworks without written approval from the Engineer will not be considered.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Personnel	
(a) Unskilled labour	hour (h)
(b) Unskilled labour	hour (h)
(c) Foreman	hour (h)
B18.02 Equipment	
(a) Specify	hour (h)
B18.03 Materials	
a) Procurement of materials	Prov Sum
b) Handling cost and profit in terms of subitem B18.03 (a)	%
B18.04 Transport	
	km

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. The unit of measurement for item B18.03 shall be a provisional sum and item B18.04 for the kilometre of transport provided. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that personnel and/or plant departs until return.

Measurement shall only be for work instructed and directed by the Engineer, where the Engineer considers no other appropriate rate is available in the schedule of quantities. Prior to the commencement of any work by the labourers described under item B18.01, the Contractor must obtain written consent from the Engineer regarding the classification of all labourers in terms of “unskilled” and “skilled” labourers.

The tendered rates for labour for item B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employers contributions, additional payment for overtime, where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply to vehicles plant and equipment nominated in writing by the Engineer, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

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SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in-situ in accordance with sub-clause 2304(e).

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

(e) Cast in-situ kerbs and channels

Add to sub-clause 2304(e) the following:

Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in-situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess over break, undermining or staining shall be repaired by the Contractor at his own expense.

(i) Shrinkage joints for cast in-situ concrete work

Unless otherwise shown on the drawings, cast in-situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Section of channel which has been cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channel shall be rounded with a rounding tool.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The pavement for the road shall be as per the construction drawings and project specifications:

Wearing course 150 mm G5 graded crushed stone from commercial sources.
Selected Subgrade 150 mm G6 natural gravel from the borrow pit.

All layers shall comply with the requirements of Tables 3402/1, 3402/2 of the Standard Specification.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

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The compaction requirements of the pavement layers shall be:

Wearing course 95% of modified AASHTO density
Selected Subgrade 95% of modified AASHTO density

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8300: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas.

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

SECTION 5600: ROAD SIGNS

B5601 SCOPE

Replace the contents of this clause with the following:

“This section covers the erection of permanent road signs alongside and over the carriageway, at intersections and at locations indicated or directed by the Engineer.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following:

“The Contractor shall ensure that the sign boards supplied from the manufacturers are correct in all aspects.”

Add the following new subclauses:

(h) Chromadek Sections

“Chromadek sections shall be assembled in accordance with the details of the standard plans.

Where joints are approved by the Engineer, they shall be constructed in accordance with the details shown on the standard plans and shall be covered on the rear face after assembly with a 20mm wide PVC corrosion protection tape. The PVC tape shall be covered by a 60mm wide self-adhesive aluminum backed strip such as “Bostik Dit-Sit” or approved equivalent, all as indicated on the standard plans.

Retro-reflective material shall be applied to the section as specified for aluminum sections in Clause 5603(d) of the standard specifications, with the following additional equipment:

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Where the letters or legends cross the horizontal joints of the sign panels the lettering or legend shall be cut along the joint and trimmed just short of the 3mm radius bend on the section.

(i) Fastening details

All fastening details to join the sign sections, to edge the assembled sign panel and to fasten the completed panel on to the supports shall be constructed in accordance with the details shown on the standard plans.”

B5605 STORAGE AND HANDLING

Add the following:

“The following shall not be allowed on the sign face:

- (a) Drilling of holes
- (b) Application of any form of adhesive
- (c) Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective materials, and
- (d) Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(d) Field welding

Replace the content of this clause with the following:

“No field welding shall be allowed during the erection of any road signs”

(e) Time of erection

Replace the content of this clause with the following:

“Road signs shall be erected during and without disrupting the normal free flow of traffic.”

B5609 MEASUREMENT AND PAYMENT

Add the following new item:

Item	Unit
B56.11 Remove existing signs and supports	No

The unit of measurement shall be the number of each sign type and size of road sign removed.

The tendered rate shall include full compensation for all transport costs, handling, material, labour, supervision and equipment required to:

- a) Accommodate traffic to suit the removal of signs
- b) Remove the existing sign supports, which must be cut off 200mm below the natural ground level, demolish the concrete footings of existing signs to at least 200mm below natural ground level and restore the site where the road signs have been dismantled
- c) Tidy up, clear, trim, dispose of material at an approved spoil site provided by the Contractor, and finish the site around each sign footing.

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SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8111 TESTS ON PAVEMENTS

B8111 (b) Straight-Edge Test for Surface Irregularities on Surfaces with a Coarse Surface Texture

Add to sub-clause 8111(b) the following:

The Contractor shall perform surface irregularity tests on base course by means of a 3, 0 m straight-edge with the necessary wedge as described in Clause 8111 (b) and shall have the straight-edge and wedge on site throughout the production of the base course for the use of himself during process control testing and for the use of the Engineer during acceptance control testing.

B8117 MEASUREMENT AND PAYMENT

Item 81.03 Providing testing equipment

Add the following additional subitem:

Item	Unit
B81.03 (c) Aluminium Straight edge 3 m long plus calibrated wedge	Number (No)

SECTION 8200: QUALITY CONTROL (SCHEME 1)

B8201 SCOPE

Add the following to Clause 8201 of the Specifications:

Quality control shall be carried out in accordance with the requirements of Section 8300: Quality Control (Scheme 1).

B8209 PROCESS CONTROL BY THE CONTRACTOR

Add to Clause 8209 the following:

For this Contract, process or quality control by the Contractor comprises at least the following:

Soil Tests:

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilizing agent contents.

Aggregate tests:

Grading, flakiness index, average least dimension (ALD);

C3.5 PROJECT DETAIL TECHNICAL SPECIFICATION

C3.5.1 PARTICULAR SPECIFICATIONS

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PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.

The construction camp should preferably be fenced with a 1.8 m bonnox fence or similar approved.

All materials, equipment, plant and vehicles must be stored within the construction camp.

A dedicated area must be made available for construction staff to change and store their personal belongings.

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C.5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).

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- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

DC14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fueling of vehicles must only be carried out at construction camp.

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C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.

- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

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C3.5.2. PARTICULAR SPECIFICATIONS

PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 37.2 of the general conditions of contract for construction works (GCC) 2015 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 37 of the General Conditions of Contract 2015 third edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 37.2.4 of the General Conditions of Contract 2015 third edition.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 37.2.3 of the General Conditions of 2015 third edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

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D. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

DE. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2015 third edition regarding the submission of Dayworks claims.

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E10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

10.2 MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

B13.03 (d) Health and Safety Obligations

The amount will be paid in monthly instalments only once:-

- (i) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
1. (ii) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- (iii) The Client has approved the Contractor's Health and Safety Plan.
- (iv) The Contractor has set up his Health and Safety File.

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SCHEDULE A

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor’s Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor’s Health & Safety Plan As well as each Contractor’s Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHS & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor

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19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

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SCHEDULE OF CONTRACT DOCUMENTS

SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The General Conditions of Contract of Works of Civil Engineering Construction 3rd Edition, 2015, which the bidder must purchase, which the bidder must purchase at his own cost.
- (iii) **VOLUME 2** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 3:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUMES 3 are to be submitted.**

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**ANNEXURE 1
LOCALITY MAP**



The project is located within Sakhisizwe Local Municipality, which falls under the jurisdiction of the Chris Hani District Municipality in the Eastern Cape Province. The area identified for upgrading covers sections of the Takalani internal streets and surrounding residential areas that are currently unsurfaced and in need of improvement.

The proposed works will be carried out within the community area of Takalani, with the exact streets and alignments detailed in the project layout drawings.

The approximate geographical coordinates for the project location are:

Latitude: 31° 20'12.7" S

Longitude: 27° 50'04.1" E

**ANNEXURE 2
TENDER DRAWINGS**

**ANNEXURE 3
CLIENT OHS SPECIFICATION AND RISK ASSESSMENT**