

UPHONGOLO LOCAL MUNICIPALITY

**CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE
CONTRACT No. 622/07/22**

**CIDB CONTRACTOR GRADING
5GB OR HIGHER**

COMPILED BY:	ON BEHALF OF:
 FMA ENGINEERS (PTY) LTD P O BOX 01 CAVERSHAM GLEN 3616 Tel N°: +27 71 438 2489 Fax N°: +27 86 542 4084 Email: debbiengwenya@yahoo.com	 UPHONGOLO LOCAL MUNICIPALITY P O BOX 191 PONGOLA 3170 Tel N°: +27 34 413 1223 Fax N°: +27 34 413 1706 Email: thokozanim@upfongolo.gov.za

COMPULSORY BRIEFING SESSION: The site briefing meeting will take place on 29 July 2022 at 10:00am. Please note that attending this meeting is compulsory

NAME OF TENDERER	
ADDRESS OF TENDERER	
SARS PIN	
CSD NO.	
CIDB , CRS NUMBER	
TENDER SUM	

TENDER CLOSING DATE: 26/08/2022 AT 12H00





CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE

CONTRACT No.622/07/22

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UPHONGOLO MUNICIPALITY RE-ADVERTISESEMENT

BID NUMBER	PROJECT NAME	CIDB GRADING	CONSULTANTS	COMPULSORY SITE INSPECTION	TENDER CLOSING DATE
622/07/22	Construction of Ward 8 Multi-Purpose Centre	5GB OR HIGHER	FMA ENGINEERS (PTY) LTD (031) 764 – 2763 E-mail: admin@fmaengineers.co.za	29 July 2022 at 10:00 AM	26 August 2022@12H00

Local Production and Content as per TDI

- **Steel Products and components for production 100%**
- **Cement 100%**

Tender Documents will be available on the municipal website www.uphongolo.gov.za and e-tender portal <https://etenders.treasury.gov.za> as from 25 July 2022.

Sealed bids marked: “**Contract No.** must be placed in the bid box at uPHONGOLO Local Municipality at 61 Martins Street, Pongola 3170 **on or before the closing date** and will be opened directly thereafter and the Bid result will be published on municipal website within three (3) days as there will be no public opening due to COVID - 19.

The following conditions will apply:

- Prices must be valid for ninety (90) days from bid closing date.
- Prices quoted must be inclusive of VAT.
- A firm delivery period must be indicated.
- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following form, MBD 1, MBD 4, MBD5 for procurement above R10 000 000.00, MBD 6.1, MBD 6.2 MBD 8 and MBD 9 must be completed and submitted with the bid.
- **Bidders are required to, together with their bids, submit an original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims.**
- Bids that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or E-mail will also not be considered.
- A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids.
- The 80/20 preferential points system, as determined by the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid.
- Bids must be accompanied with CIPRO documentation **to verify ownership.**
- Three (3) years audited financial statements must be attached for those companies required by law.
- Bids may only be submitted on the bid documentation submitted by the municipality.

For any further information contact the Consulting Engineers at the above – mentioned contacts or Technical enquiries contact Mr GS Simelane (034) 413 - 1223 mbalis@uphongolo.gov.za and Mr TP Masinga for Supply Chain related enquiries on (034) 413 – 1223 ext.106 or thokozanim@uphongolo.gov.za

uPHONGOLO Local Municipality reserves the right to accept any Bid or part of any Bid and is not bound to accept the lowest or any other Bid or to furnish any reason for the acceptance or rejection of a Tender.
NO LATE, E-MAIL, POSTED OR FAXED BIDS WILL BE ACCEPTED

The evaluation of the Bid will be conducted in two stages: Firstly, the assessment of Functionality will be done in terms of the evaluation criteria and the minimum threshold, thereafter the qualifying Bids are evaluated in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for BBBEE status level of contribution.

MR MB KHALI
ACTING MUNICIPAL MANAGER

THE TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

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T1: TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER

**MBD 1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/MUNICIPAL ENTITY)		
BID NUMBER: 622/07/22	CLOSING DATE: 26/08/2022	CLOSING TIME: 12H00
DESCRIPTION CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE		
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		

Uphongolo Municipal Offices
61 Martin Street
PONGOLA
3170

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER	CODE	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 BID PRICE	R
SIGNATURE OF BIDDER		
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
DEPARTMENT	SCM	TECHNICAL	
CONTACT PERSON	Mr T MASINGA	CONTACT PERSON	Ms. D NGWENYA
TELEPHONE NUMBER	034 413 1223	TELEPHONE NUMBER	071 438 2489
E-MAIL ADDRESS	thokozaanim@uphongolo.gov.za	E-MAIL ADDRESS	debbiengwenya@yahoo.com

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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.

T1.2: TENDER DATA

T1.2.1 Standard Conditions of Tender

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

T1.2.2 Variations to the Standard Conditions of Tender

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

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

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

Clause Number	Description
F.1	General
F.1.1	Actions
	<i>Add the following to the end of Clause F.1.1:</i>
	The Employer is uPhongolo Local Municipality, represented by Mr T. Masinga (e-mail: thokozeanin@uphongolo.gov.za)
F.1.2	Tender Documents
	<i>Add the following to the end of Clause F.1.2:</i>
	The tender documents issued by the employer comprise the following: Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: <ol style="list-style-type: none">CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.Standard Preambles for Trades (PW 371 -A & PW 371 – B) and Supplementary Preambles as published by the Department of Public Works for government projects.The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).

	<p>THE TENDER</p> <p>Part 1: Tendering Procedures T1.1 to T1.3</p> <p>Part 2: Returnable Documents T2.1: to T2.2</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data C1.1 to C1.7</p> <p>Part C2: Pricing data C2.1 to C2.2</p> <p>Part C3: Scope of work C3.1 to C3.4</p> <p>Part 4: Site information C4.1 to C4.2</p>
<p>F.1.4</p>	<p>Communication and the Employer’s Agent</p> <p><i>Add the following to the end of Clause F.1.4:</i></p> <p>Attention is drawn to the fact that verbal information, given by the Employer’s Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.</p>
	<p>The Employer’s Agent is:</p> <p>Address: FMA ENGINEERS (PTY) LTD 18 York Road GILLITTS 3610</p> <p>Tel N°: +27 71 438 2489</p> <p>Fax N°: +27 (86) 542 4084</p> <p>Contact Person: Debra Ngwenya</p> <p>Email: debbiengwenya@yahoo.com</p>
<p>F.2</p>	<p>Tenderer’s Obligations</p>
<p>F.2.1</p>	<p><i>Add the following to the end of Clause F.2.1:</i></p>
<p>F.2.1.1</p>	<p>A. Construction Industry Development Board (CIDB) Registration</p> <p>1. Only those tenderers who are registered (as “Active”) with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than 5GB OR HIGHER class of construction work, are eligible to submit a tender offer.</p>

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

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

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

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

C. National Treasury Central Supplier Database Registration

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

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

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

D. Attendance of Compulsory Site Briefing

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

	<p>E. Time for Completion of the Contract</p> <p>The time for completion of the contract is stated in the Contract Data.</p> <p>F. Tenderer's Tax Clearance Certificate</p> <p>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and Tax Clearance Certificate.</p>																				
<p>F.2.1.3</p>	<p>Tender Qualification: Labour Intensive Contracts</p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ol style="list-style-type: none"> Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. Liquid assets/or credit facilities covering the expected expenditures for two full work months Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour intensive works for all LI activities.</p>																				
<p>F.2.1.4</p>	<p>Schedule of Labour Content</p> <p>The minimum Labour Content for this Project shall be 10% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:</p> <table border="1" data-bbox="1435 153 1637 1361"> <thead> <tr> <th></th> <th>Men</th> <th>Women</th> <th>Youth</th> <th>Disabled</th> </tr> </thead> <tbody> <tr> <td>Work Opportunities</td> <td>6</td> <td>6</td> <td>6</td> <td>2</td> </tr> <tr> <td>Person Days</td> <td>1008</td> <td>1008</td> <td>1008</td> <td>336</td> </tr> <tr> <td>Training Days</td> <td>5</td> <td>3</td> <td>5</td> <td></td> </tr> </tbody> </table>		Men	Women	Youth	Disabled	Work Opportunities	6	6	6	2	Person Days	1008	1008	1008	336	Training Days	5	3	5	
	Men	Women	Youth	Disabled																	
Work Opportunities	6	6	6	2																	
Person Days	1008	1008	1008	336																	
Training Days	5	3	5																		
<p>F.2.7</p>	<p>Clarification Meeting</p> <p><i>Add the following to the end of Clause F.2.7:</i></p> <p>The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.</p>																				

F.2.10.3	<p>Pricing the Tender Offer</p> <p><i>Delete the contents of Clause F.2.10.3 and replace with the following:</i></p> <p>This tender is NOT subject to Contract Price Adjustment.</p>
F.2.12	<p>Alternative Tender Offers</p> <p><i>Delete the contents of Clause F.2.12 and replace with the following:</i></p> <p>No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.</p>
F.2.13	<p>Submitting a tender offer</p> <p><i>Delete the contents of Clause F.2.13.2 and replace with the following:</i></p> <p>“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.</p> <p>Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.</p> <p>Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”</p>
F.2.13.3	<p><i>Add the following at the end of Clause F.2.13.3:</i></p> <p>Number of copies required is One (1) original and one (1) complete copy.</p> <p>Telephonic, facsimile or e-mailed tender offers will not be accepted.</p> <p>The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer.</p> <p><i>Add the following after the first sentence of Clause F.2.13.4:</i></p> <p>The tender shall be signed by a person duly authorised to do so.</p>
F.2.13.4	<p><i>Add the following after the first sentence of Clause F.2.13.5:</i></p> <p>The Employer’s address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:</p>
F.2.13.5	<p>Invitation to Tender</p> <p>Location of Tender Box: uPhongolo Local Municipality Offices</p> <p>Physical Address: 61 Martin Street, PONGOLA, 3170.</p> <p>Identification details</p> <p>The identification details which must be stated in the tender offer outer package are:</p> <p>Tender Number: 622/07/22</p> <p>Title of Tender: CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE</p>

F.2.13.6	<i>Delete the contents of Clause F.2.13.6 and replace with the following:</i>
F.2.15	A two-envelope Procedure as described in Clause F.3.5 will not be followed. Closing Time
F.2.15.1	<i>Add the following to the end of Clause F.2.15.1:</i> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity
F.2.16.1	<i>Add the following to the end of Clause F.2.16.1:</i>
F.2.16.2	The tender offer validity period is Ninety (90) days from the closing date. <i>Add the following to the end of Clause F.2.16.2:</i> The maximum extension on the tender offer validity period is 90 days.
F.2.17	Clarification of Tender Offer after Submission
	<i>Add the following to the end of Clause F.2.17:</i> A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
F.2.23	Certificates
	<i>Add the following to the end of Clause F.2.23:</i> The Tenderer is required to submit the following certificates with the tender as per requirements of Clause F.2.13.2: A. Certificate of Contractor Registration (CIDB) Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. B. Tax Clearance Certificate Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate. C. Bargaining Council Certificates Where applicable, a certificate of compliance issued by the relevant Bargaining Council. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

	<p>D. B-BBEE Certificate</p> <p>Joint Venture shall submit a consolidated BBBEE Certificate of the new Legal Entity.</p>
F.3	The employer's undertakings
F.3.1	Respond to Requests from the Tenderer
F.3.1.1	<p><i>Delete the contents of Clause F.3.1.1 and replace with the following:</i></p> <p>The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.</p>
F.3.4	Opening of Tender Submissions
F.3.4.1	<p><i>Add the following to the end of Clause F.3.4.1:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time: 12H00 on 26/08/2022 Location: uPhongolo Local Municipality Offices</p>
F.3.4.2	<p><i>Delete the following Clause F.3.4.2:</i></p> <p>"number of points claimed for its BBBEE status level", (NOT applicable)</p>
F.3.7	Grounds for rejection and disqualification
	<p><i>Add the following to the end of Clause F.3.7:</i></p> <p>Tenderers will be disqualified if any if,</p> <ol style="list-style-type: none"> Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector If the Tender has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process. If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"
F.3.8	Test for Responsiveness
F.3.8.2	<p><i>Add the following to the end of Clause F.3.8.2:</i></p> <p>"Tenders will also be considered non-responsive if:</p> <ol style="list-style-type: none"> The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended. The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1. If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request. The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."

F.3.11	Evaluation of tender offers																		
F.3.11.1	General																		
	<i>Add the following to the end of Clause F.3.11.1:</i>																		
	The Procedure for the evaluation of responsive tenders is Method 4. Quality (functionality) will be used as a pre-qualifying criteria, with tenderers required to meet a minimum quality score of 70% in order to qualify for further evaluation.																		
F.3.11.7	Scoring Price																		
	<i>Add the following to the end of Clause F.3.11.7:</i>																		
F.3.11.8	For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis. Scoring Preferences																		
	<i>Add the following to the end of Clause F.3.11.8:</i>																		
F.3.11.9	For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations. Scoring Functionality																		
	<i>Replace this clause with the following:</i>																		
	The functionality will be applied as a prequalifying criteria to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below.																		
	Points will be allocated only where the required supporting documentation has been submitted by the tenderer.																		
	DETAILED BREAKDOWN OF FUNCTIONALITY POINTS																		
	<table border="1"> <thead> <tr> <th>Quality criteria</th> <th>Basis for points allocation</th> <th>Score</th> <th>Max. Points</th> <th>Verification method</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Relevant Experience of the contractor in building construction</td> <td>5 x completed Community Halls and Building Works in the last 5 years of over 3million. Bidders to submit a letter of appointment and completion certificate.</td> <td>50</td> <td>50</td> <td>Appointment Letter and Completion Certificate FAILURE TO SUBMIT REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN</td> </tr> <tr> <td>3 x completed Community Halls and Building Works in the last 5 years of over 3million. Bidders to submit a letter of appointment and completion certificate.</td> <td>30</td> <td></td> <td></td> </tr> <tr> <td>1 x completed Community Halls and Building Works in the last 5 years of over 3million. Bidders to submit a letter of appointment and completion certificate.</td> <td>10</td> <td></td> <td></td> </tr> </tbody> </table>	Quality criteria	Basis for points allocation	Score	Max. Points	Verification method	Relevant Experience of the contractor in building construction	5 x completed Community Halls and Building Works in the last 5 years of over 3million. Bidders to submit a letter of appointment and completion certificate.	50	50	Appointment Letter and Completion Certificate FAILURE TO SUBMIT REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN	3 x completed Community Halls and Building Works in the last 5 years of over 3million. Bidders to submit a letter of appointment and completion certificate.	30			1 x completed Community Halls and Building Works in the last 5 years of over 3million. Bidders to submit a letter of appointment and completion certificate.	10		
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<p>Proposed Key Personnel</p>	<p>1. Contracts Manager</p> <ul style="list-style-type: none"> Degree: Civil and at least 5 years post graduate experience of similar scope of works. Degree/N. Dip: Civil/Building and at least 3 years post graduate experience of similar scope of works. Degree/N. Dip: Civil/Building and less than 3 years post graduate experience of similar scope of works. <p>2. Site Agent</p> <ul style="list-style-type: none"> Degree/N. Dip: Civil/Building and at least 3 years post graduate experience of similar scope of works. Degree/N. Dip: Civil/Building and at least 2 years post graduate experience of similar scope of works. Degree/N. Dip: Civil/Building and less than 2 years post graduate experience of similar scope of works. 	<p>20</p> <p>15</p> <p>5</p> <p>10</p> <p>5</p> <p>3</p>	<p>30</p>	<p>Certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim any points.</p> <p>The submitted CVs must be signed by the proposed personnel, as well as the Tenderer's authorized signatory, to claim points.</p> <p>CERTIFICATION ON DOCUMENTS MUST NOT BE OLDER THAN 3 MONTHS.</p> <p>CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED.</p> <p>A COPY OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED</p> <p>FAILURE TO ADHERE TO THE ABOVE REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN</p>
<p>Quality Control Plan</p>	<p>The Quality Control Plan must detail the following to get full points:</p> <ol style="list-style-type: none"> Tenderer's proposed methodology for the works, Health and safety management plan, and Quality control measures (testing, inspections, technical query management and project reporting). Contractor is certified as with the Quality Management System to ISO9001:2008 or 2015 standard and has attached a certified copy of the certification. (5 pages maximum) <p>Good: Quality Control Plan lists and discusses the headings above and the contractor has a certified Quality Management System to ISO9001:2008 or 2015 standards.</p> <p>Acceptable: Quality Control Plan lists and discusses three of the headings above.</p> <p>Fair: Quality Control Plan lists and discusses less than three of the headings above.</p> <p>No submission: Quality Control Plan is not related to the required information or is not submitted.</p>	<p>5</p> <p>4</p> <p>3</p> <p>0</p>	<p>5</p>	<p>Quality Plan submission</p> <p>FAILURE TO SUBMIT PLAN WILL RESULT IN NO SCORE BEING GIVEN</p>

	Locality	Tenderers will be scored on locality as follows:		The address shall be check on the CSD website and CK of the company
	1.	Tenderers located within UPhongolo Local Municipality.	15	15
	2.	Tenderers located outside UPhongolo Local Municipality, but within Zululand District Municipality.	10	
	3.	Tenderers located outside Zululand District Municipality, but within KwaZulu Natal	5	
	TOTAL POINTS			100
TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REGARDED AS NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER				
F.3.16	<p>Notification to unsuccessful tenderers</p> <p>Delete the contents of Clause F.3.16.2 and replace the following:</p> <p>If the Municipality's Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.</p> <p>Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of publication of the <i>Intention to Award</i>. For the appeal to be considered, it must reach the municipality within the fourteen day appeals period and be addressed to the Municipal Manager. Moreover, the appeal must be copied to the Supply Chain Manager and the Employer's agent and adhere to the following format:</p> <ul style="list-style-type: none"> • Clearly set out the reasons for the appeal, • Clearly state in which way the appellant's rights have been affected by the decision, • Clearly state the relief or remedy sought by the appellant, and • be accompanied by a copy of the <i>Intention to Award</i> or notification advising the Tenderer of the decision of the Municipality. <p>If no <i>bona fide</i> appeals have been received within the appeals period, the successful Tenderer will be notified of the Municipality's acceptance of their bid.</p> <p>The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Municipality's appeals process.</p>			
F.3.17	<p>Provide Copies of the Contracts</p> <p>Add the following to the end of Clause F.3.17:</p> <p>"The number of paper copies of the signed contract to be provided by the Employer is ONE."</p>			

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1	Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)
	<p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).</p>
T.1.2.3.2	T.1.2.3.2 Claims Arising after Submission of Tender
	<p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby. 4) requested the Employer or his duly authorized agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.</p>
T.1.2.3.3	Imbalance in Tendered Rates

	<p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
<p>T.1.2.3.4</p>	<p>Community Liaison Officer</p>
	<p>Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R6000.00 per month throughout the contract.</p>
<p>T.1.2.3.5</p>	<p>Labour Intensive Construction / Use of Local Labour</p>
	<p>Aspects of this project will be carried out in accordance with the provisions of EPWP and as set out in clauses F.2.1.1.3 and F.2.1.4.</p> <p>The contractor must make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:</p> <ul style="list-style-type: none"> • Excavation for shallow foundations • Steel fixing for foundations and other reinforced structures • Shuttering • Brick laying • Ancillary roadworks • General cleaning • Painting <p>The latest gazetted government labour rate for the Construction industry will to be used in the contract for remuneration of local labour.</p>

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T2: RETURNABLE DOCUMENTS AND SCHEDULES

T2.1: LIST OF RETURNABLE DOCUMENTS

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

Form	Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes/No
A1	Certificate of Tax Clearance and Sars Pin (MBD 2)	
A2	Company / Cc / Partnership / JV / SP Registration Certificates and Certified ID copies of ALL directors, members and partners.	
A3	Certificate of attendance of Site Inspection Meeting	
A4	PPP Document	
A5	Declaration of Interest (MBD 4)	
A6	Declaration For Procurement Above R10 Million (All Applicable Taxes Included) (MBD 5)	
A7	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2011 (MBD 6.1)	
A8	Declaration Certificate For Local Production And Content (MBD 6.2)	
A9	Declaration of Bidder's Past SCM (MBD 8)	
A10	Independent Bid Determination (MBD 9)	
A11	Certified B-BBEE Certificate Or Affidavit	
A12	Rates Clearance Certificate	
A13	Contractor's CIDB Registration Certificate	
A14	Central Supplier's Database registration certificate	
A15	Letter of Good Standing with Compensation Fund (COID)	
A16	Certified copy of NHBRC Certificate not older than 3 months	
A17	Record of Addenda to Tender Documents	
A18	Contractor's Health and Safety Declaration <i>(Form concerning fulfilment of the Construction Regulations, 2014)</i>	

A1: CERTIFICATE OF TAX CLEARANCE (MBD 2)

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

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

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

ATTACH PROOF TO THIS PAGE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER

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

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

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

ATTACH PROOF TO THIS PAGE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER

A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING

CONTRACT No.: 622/07/22

CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE

THERE WILL BE NO SITE INSPECTION DUE TO COVID-19 REGULATIONS, HOWEVER THE SITE IS LOCATED AT GODLWAYO WARD 8. GPS COORDINATES – LATITUDE 27°18'43.8"S LONGITUDE 31°24'22.7"E

(Please print)

It is hereby CERTIFIED that I, (name)

In my capacity as.....and a duly authorized

Representative of..... (the TENDERER)

Of (address).....

In the company of.....(the ENGINEER)

Attended the official Site Inspection on(date)

For and on behalf of the above-named Tenderer.

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Municipality Date Stamp

A4: PREFERENTIAL PROCUMENT AND DECLARATION OF INTEREST

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

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

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

PARTICULARS OF TAXPAYER/TENDERER

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

A5: DECLARATION OF INTEREST (MBD 4)

- 1. No bid will be accepted from persons in the service of the state*.
- 1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the TENDERER 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.

- | | YES / NO |
|--|-----------------|
| 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 TENDERER and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars
.....
..... | YES / NO |
| 3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.
.....
..... | YES / NO |
| 3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

3.11.1 If so, furnish particulars.
.....
..... | YES / NO |

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

..... Signature Date

..... Position Name of TENDERER

MBD 5

A5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial Statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particularsof any material noncompliance or dispute concerning the execution of such contract?
3.1 If yes, furnish particulars
.....
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
4.1 If yes, furnish particulars
.....
.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature Date

.....
Position Name of Bidder

A6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000.00 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

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

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 2. DEFINITIONS**
- 2..1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a Contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the Contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a Contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**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;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 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; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The bidder obtaining the highest number of total points will be awarded the Contract.
- 3.2 Points scored must be rounded off to the nearest 2 decimal places.
- 3.3 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of functionality points.
- 3.4 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 4. POINTS AWARDED FOR PRICE**
- 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS. (N/A)**

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

80/20 or **90/10**

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the Contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 5.8 A person awarded a Contract may not subcontract more than 25% of the value of the Contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the Contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUBCONTRACTING

- 8.1 Will any portion of the contract be subcontracted? **YES/NO** (delete which is not applicable)
- 8.1.1 If yes, indicate:
- (i) what percentage of the Contract will be subcontracted..... 20% to **30%**
 - (ii) the name of the subcontractor?.....
 - (iii) the B-BBEE status level of the subcontractor?.....
 - (iv) whether the subcontractor is an EME? **YES/NO** (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :
- 9.4 TYPE OF COMPANY/FIRM

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

[TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?
.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a Contract being awarded as a result of points claimed as shown in paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) (N/A) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the Conditions of Contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the Contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

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

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

A8

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub- contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = [1 - x / y] * 100$$

Where

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

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

1.7. A bid will be disqualified if:

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

2. Definitions

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cement	100%
Steel	100%
_____	_____ %

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

Bid price, excluding VAT (y) CEMENT	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.

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

(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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____
WITNESS No. 1 _____ DATE: _____
WITNESS No. 2 _____ DATE: _____

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) Tender No.		
(C2) Tender description:		
(C3) Designated product(s)		
(C4) Tender Authority:		
(C5) Tendering Entity name:		
(C6) Tender Exchange Rate:	Pula <input type="text"/>	EU <input type="text"/>
(C7) Specified local content %		

GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	<input type="text"/>
(C21) Total Exempt imported content	<input type="text"/>
(C22) Total Tender value net of exempt imported content	<input type="text"/>
(C23) Total Imported content	<input type="text"/>
(C24) Total local content	<input type="text"/>
(C25) Average local content % of tender	<input type="text"/>

A9: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

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

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

CERTIFICATION

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

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

.....
 SIGNATURE

.....
 DATE

.....
 POSITION

.....
 NAME OF TENDERER

A10: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) 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 TENDERER if that TENDERER or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

A11: CERTIFIED B-BBEE CERTIFICATE AND AFFIDAVIT

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

ATTACH PROOF TO THIS PAGE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL RESULT IN NO PREFERENCE SCORE BEING AWARDED TO THE TENDER

A12: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

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

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

SCM certificates for the uPhongolo area are obtainable from the uPhongolo Municipality and the provision of this certificate is compulsory;

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

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

In addition to 1 – 4 above, the following is compulsory

5. SCM certificates for the uPhongolo area which are obtainable from the municipality and the provision of this Certificate is compulsory and must be attached to this page

Attach proof to this page in terms of the above

A13: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

[The Tenderer shall attach the Proof of Registration with CIDB here].

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THEY REFLECT AS "ACTIVE" ON THE CIDB'S ONLINE "REGISTER OF CONTRACTORS" FOR THE DURATION OF THE TENDER VALIDITY PERIOD. AN "INACTIVE" OR "SUSPENDED" REGISTRATION STATUS WILL INVALIDATE THE TENDER.

A14: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE

[The Tenderer shall attach the Proof of Registration with CSD here].

ATTACH PROOF HERE

A15: BANK DETAILS AND FINANCIAL STATEMENTS

[NOTE: BANK DETAILS AND FINANCIAL STATEMENTS MUST BE AUDITED WITHIN THE LAST 3 YEARS].

ATTACH PROOF HERE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER

A16: CERTIFIED COPY OF NHBRC CERTIFICATE NOT OLDER THAN 3 MONTHS

Attach certified copy (not a copy of a copy) of NHBRC Certificate from National Home Builders Registration Council of South Africa.

ATTACH PROOF HERE

FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER.

CONTRACT No.: 622/07/22
CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE
(Bid Number – 622/07/22)

in response to the invitation for the bid made by: **uPHONGOLO LOCAL MUNICIPALITY**

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of TENDERER)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the TENDERER to sign this Certificate, and to submit the accompanying bid, on behalf of the TENDERER;
4. Each person whose signature appears on the accompanying bid has been authorized by the TENDERER to determine the terms of, and to sign, the bid, on behalf of the TENDERER;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the TENDERER, whether or not affiliated with the TENDERER, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the TENDERER and/or is in the same line of business as the TENDERER
6. The TENDERER has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the TENDERER, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

A17: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1		
2		
3		
4		
5		

NAME: POSITION:

SIGNATURE: DATE:

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

A18: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

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

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

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

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

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

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

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

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

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

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

.....

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

.....

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

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

7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

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

1 ID NO:

2 ID NO:

T2.2: RETURNABLE SCHEDULES

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

Form	Returnable Schedules (Documents) that will be incorporated into the contract	Yes/No
B1	Preference Schedules and Affidavit	
B2	Form of Offer and Acceptance (Part C1)	
B3	Contract Data (Part C1)	
B4	Priced Bill of Quantities (Part C2)	
B5	Performance guarantee	
B6	Tenderer's Financial standing	
B7	Agreement in Terms of the OHS Act No 85 of 1993	
B8	Scope of Work (Part C3)	
B9	Site information (Part C4)	

Form	Other Returnable Schedules (Documents)	Yes/No
C1	Authority for signatory	
C1.1	Certificate of Authority for Joint Ventures	
C1.2	Joint Venture Disclosure Form	
C2	Schedule of Current Commitments	
C3	Forms for Functionality points	
C3.1	Schedule of Work carried out by Tenderer	
C3.2	Schedule of plant and equipment	
C3.3	Proposed Key personnel	
C3.4	Quality Control Plan	
C3.5	Compulsory Subcontracting	
C3.6	EPWP Requirements	
C4	Certificate for Insurance Cover	
C5	Preliminary Construction Programme	
C6	Estimated Monthly Expenditure	
C7	Compulsory Enterprise Questionnaire	
C1	Authority for signatory	

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

B7: TENDERER'S FINANCIAL STANDING (FINANCIAL REFERENCES)

Financial Statements

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

Details of Company's Bank

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

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

Tenderer's Tax Details

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

NAME: POSITION:

SIGNATURE: DATE:

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

C1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example for a company is shown below:

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

.....

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

.....

.....

*Delete whichever is inapplicable

NAME

SIGNATURE

DATE

NAME

SIGNATURE

DATE

WITNESSES

NAME

SIGNATURE

DATE

NAME

SIGNATURE

DATE

C1.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES

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

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

Mr/Ms , authorized signatory of the company, close corporation or

partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

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

C1.2: JOINT VENTURE DISCLOSURE FORM

GENERAL

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

1. JOINT VENTURE PARTICULARS

a) Name

.....

b) Postal address

.....

.

c) Physical address

.....

.

d) Telephone

.....

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

3.3(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

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

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c) Affirmable Joint Venture Partner percentages in respect of : *
 - i) Profit and loss sharing
 - ii) Initial capital contribution in Rands

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

- iii) Anticipated on-going capital contributions in Rands
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

a) Joint Venture cheque signing

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

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

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

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

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

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

.....

.....

.....

.....

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

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

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

Signature.....

Duly authorized to sign on behalf of

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

FORMS FOR FUNCTIONALITY POINTS

C3.1: SCHEDULE OF WORK CARRIED OUT BY TENDERER

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

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

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

NAME: POSITION:

SIGNATURE: DATE:

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

C3.2: SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

NAME: POSITION:

SIGNATURE: DATE:

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

C3.4: QUALITY CONTROL PLAN

[The Tenderer shall attach the required document here.]

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

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

(5 pages maximum)

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

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

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

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

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

C3.5: COMPULSORY SUBCONTRACTING

In accordance with the approved Supply Chain Management Policy of uPhongolo Municipality, the compulsory subcontracting shall apply as follows;

- (i) Sub-contracting a minimum of 20 % up 30% of the contract value excluding contingencies on all contracts within Municipality to black emerging contractor(s), local youth emerging contractor(s) inclusive of women and contractors of disabled people and co-operatives.

Proof of subcontractor's appointments must be provided to the Municipality within a period of 30 days from commencement of the contract; the following is compulsory

- Appointment letter
- Employment Contract

NB: A list of subcontractors meeting a pre-qualifying criteria will be provided to the main contractor by the municipality. The selection criteria must be fair, transparent, and equitable as practical as possible.

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

C3.6: EPWP Requirements

a. Schedule of Labour Content

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

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

[NOTES:

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

b. Name of Training Institution

Name of Programme

Trainers Name	Qualification	Subject

[Notes:

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

C4: CERTIFICATE FOR INSURANCE COVER

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

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

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Insurance for Works and Contractor’s equipment
Company:
Value:
 - Insurance for Contractor’s personnel
Company:
Value:
 - General public liability
Company:
Value:
 - SASRIA
Company:
Value:

C5: PRELIMINARY CONSTRUCTION PROGRAMME (FOR INFORMATION PURPOSES ONLY)

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

This programme shall:

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

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

NAME:

POSITION:

SIGNATURE:

DATE:

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

C6 ESTIMATED MONTHLY EXPENDITURE

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

The amount for contingencies must not be included.

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

NAME:

POSITION:

SIGNATURE:

DATE:

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

C7: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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) (a) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

NAME:

POSITION:

SIGNATURE:

DATE:

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

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

A: Offer

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

.....

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

By the representative of the Tenderer, deemed to be du

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

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

.....

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

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

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

Signature:

Name:

Date: ,

B: Acceptance

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

The terms of the contract, are contained in

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

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

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

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

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

For the Employer:

Signature:

Name:

Capacity:

Name and address of organisation:

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

Signature and name of witness:

Signature:

Name:

Date:

C: Schedule of Deviations

Notes:

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

Subject

Details

Subject

Details

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

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

For the Tenderer:

For the Employer:

..... **Signature**

.....

..... **Name**

.....

..... **Capacity**

.....

Name and address of organisation:

Name and address of organisation:

.....

.....

.....

.....

.....

.....

..... **Witness signature**

.....

..... **Witness name**

.....

..... **Date**

.....

D: CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.2: CONTRACT DATA

C1.2.1: GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2: CONTRACT DATA PROVIDED BY EMPLOYER

CONTRACT No.: 622/07/22

CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE

	Clause (GCC 2015)	
Defects Liability Period	1.1.1.13	Twelve(12) months
Name of Employer	1.1.1.15	uPHONGOLO LOCAL MUNICIPALITY
The Employer's address for receipt of communications is	1.2.1.2	61 Martin Street uPHONGOLO 3170 Email address: Tel: +27 34 413 1223 Fax: +27 34 413 1706
Time for Achieving Practical Completion	1.1.1.14	Six (06) months
The name of the Employer's Agent is	1.1.1.16	FMA ENGINEERS (PTY) LTD
The Employer's Agent address for receipt of communications is	1.2.1.2	18 York Road GILLITTS 3610 Email: admin@fmaengineers.co.za Tel: +27 71 438 2489 Fax: +27 86 542 4084
Pricing Strategy	1.1.1.26	Re-measurement Contract
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	28 days before commencement date
Non-working Days	5.1.1 & 5.8.1	Sundays
Special Non-working days	5.1.1 & 5.8.1	1. Usually the public holidays and voting days if applicable. 2. Year-end break commencing and ending on dates as specified by SAFCEC. The normal working hours are: Monday to Friday 07h00 to 17h00 Saturday 07h00 to 15h00
Penalty for Failing to Complete the Works	5.13.1	R2500 per calendar day

	Clause (GCC 2015)	
Requirements to achieve Practical Completion	5.14.1	Six (6) Months
The Latent Defect Period	5.16.3	5 years
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Overall Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of required repair work
Limit of Indemnity for Liability Insurance	8.6.1.3	R1 000 000.00 for each claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC

PART 2: DATA PROVIDED BY THE CONTRACTOR

	Clause	
Name of Contractor	1.1.1.9	
Address of Contractor (Physical and Postal) Tel: Fax: Email:	1.2.1.2
Security to be Provided by Contractor	6.2.1	Refer to Table Below
Type of Security		Contractor's Choice (Indicate "YES" or "NO")
<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		
Cash deposit of 10% of the Contract Sum		
Performance Guarantee of 10% of the Contract Sum		
Retention of 10% of the value of Works		
Cash Deposit of 10% of the Contract Sum plus Retention of 10% of the value of Works		
Performance Guarantee of 10% of the Contract Sum plus Retention of 10% of the value of Works		
<p>Note: In the 'Standard for Uniformity in Construction Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 10% of the contract price."</p>		

[NOTE: Delete inapplicable]

NAME: POSITION:

SIGNATURE: DATE:

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

C1.3: PERFORMANCE GUARANTEE

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

PRO FORMA PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:
.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words))

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words)

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

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: DISCLOSURE STATEMENT

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

PRO FORMA

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

(Date):

Contract:

Contractor:

Employer: uPHONGOLO LOCAL MUNICIPALITY

Employer's Agent: FMA ENGINEERS (PTY) LTD

Dear Sirs

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

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

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

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

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

Name in full:

Signature:

C1.5: ADJUDICATION BOARD MEMBER AGREEMENT

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

PRO FORMA

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

This Agreement is entered into between:
Adjudication Board Member:

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

Contractor:

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

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

The Parties entered into a Contract for ward 8 multi-purpose centre which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (*ad-hoc adjudication/standing adjudication*).

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

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

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

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

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature:

Employer's name:

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

C1.6: RETENTION MONEY GUARANTEE (PRO FORMA)

ISSUED TO hereinafter called "the Employer")

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

in connection with CONTRACT No.: 622/01/21 CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE
(hereinafter called "the Contract").

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

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

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

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

..... or such other address in

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

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

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

- 3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to

..... (R)
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this the day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES: 1

2

C1.7: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between uPHONGOLO LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

CONTRACT No: (CONTRACT TITLE)

..... for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and

Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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C2.1 PRICING INSTRUCTIONS

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

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.2 SCHEDULE OF QUANTITIES

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 C		SECTION 1 PRELIMINARIES AND GENERAL				
	8,3		<u>FIXED CHARGES AND VALUE RELATED ITEMS</u>				
1,1	8,3		<u>Fixed Charges</u>				
1.1.1	8.3.1		Contractual Requirements	Sum	1		
1.1.3			Insurance of works,etc. and damage to persons and property	Sum	1		
1.1.5			Workman's Compensation	Sum	1		
1.1.6			Proving of existing services	Sum	1		
1.1.7			Dealing with water (subclause 5.5)	Sum	1		
1.1.8			Ablution and Latrine Facilities	Sum	1		
1.1.9			Tools and Equipment	Sum	1		
1.1.10			Water Supplies,Electric Power and Communications	Sum	1		
1.1.11	8.3.2.1		Sign Board	Sum	1		
1.1.12			Establishment of Facilities on the Site	Sum	1		
1.1.13			Removal of Site Establishment	Sum	1		
1.1.14			Other Fixed Charge Obligations	Sum	1		
1.1.15			Health & Safety Requirements (H&S file and H&S officer)	Sum	1		
1.1.15			Environmental Requirements (compliance with EMP requirements)	Sum	1		
1,2	8,4		<u>TIME RELATED ITEMS</u>				
1.2.1	8.4.1		Contractual Requirements	Sum	1		
1.2.2			Protection of Underground Services	Sum	1		
1.2.3			Supervision for Duration of Contract	Sum	1		
1.2.4			Setting Out	Sum	1		
1.2.5			Security	Sum	1		
1.2.6			Accomodation	Sum	1		
1..2.8	8.4.2.1		<u>Facilities for Contractor for the duration of Construction,except where otherwise stated</u>				
1.2.9			Offices and storage sheds	Sum	1		
1.2.10			Workshops	Sum	1		
1.2.11			Allow for work to be Undertaken by a Nominated Laboratory for Testing of Materials as Directed by Engineer	Sum	1		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward							
1,2,12			Updating and Monthly compliance with the requirements of legislative H&S requirements and Environmental requirements	Sum	1		
1,3			<u>DAYWORKS</u>				
1.3.1			Labour	Sum	20		
1.3.2			Plant	Sum	5		
1.3.2			Material	Sum	5		
1.3.7			Allow for compliance with environmental requirements	Sum	1		
1.3.9			Allow for traffic control measures	Sum	1		
1.3.10			Allow for submission of as built data	Sum	1		
1,4			<u>PROVISIONAL SUMS</u>				
1.4.1			Requirements of the Expanded Public Works Programme	Prov Sum	1	R15 000,00	R 15 000,00
1.4.4			Training of Learners employed by the main contractor	Prov Sum	1	R36 000,00	R 36 000,00
1.4.5			Provisional Sum for CLO salary	Prov Sum	1	R48 000,00	R 48 000,00
1.4.7			Provisional Sum for Technical Student	Prov Sum	1	R24 000,00	R 24 000,00
1.4.8			Provisional Sum for Additional Detailed Geotechnical Investigations	Prov Sum	1	R25 000,00	R 25 000,00
1.4.10			Provisional Sum for Health & Safety External Audit Requirements	Prov Sum	1	R25 000,00	R 25 000,00
1.4.12			Contractors mark-up on items 1.4.1 to 1.4.11	%		R173 000,00	
TOTAL CARRIED FORWARD TO SUMMARY PAGE							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	SABS 1200 C		SECTION 2: <u>BUILDING WORKS</u> <u>EARTHWORKS(PROVISIONAL)</u>				
2.1			<u>SITE CLEARANCE,ETC</u>				
2.1.1	8.2.1		Clear site of all vegetation matter, trees not exceeding 500 mm	m ²	15000		
2.1.2	8.3.1(a)		Excavate to remove topsoil not exceeding 150 mm and set aside for re-use	m ²	5000		
2.1.3			Cut to reduce levels and to spoil in a suitable area identified by the contractor	m ³	8500		
2.1.4			Removal of trees girth exceeding 500mm n.e 2000mm	No	5		
2.2			<u>EXCAVATION,FILLING,ETC</u>				
	1200 DA		<u>Bulk excavation</u>				
2.2.1	8.3.1(b)		Excavation in earth not exceeding 2m deep to form strip foundations and set aside for re-use	m ³	850		
			Excavation in earth not exceeding 2m deep to form pad foundations and set aside for re-use	m ³	480		
2.2.2			Scarify earth and compact,etc and prepare surfaces to receive fill / soil poisoning elsewhere	m ²	2850		
			Extra Over for excavation in soft rock	m ³	750		
			Extra Over for excavation in intermediate material	m ³	300		
			Extra Over for excavation in hard rock	m ³	300		
2.2.3	5.2.3.2		Import G7 from commercial sources, rate to include haulage	m ³	540		
2.2.4	5.2.3.2		Selected material from stockpile spread and level in layers not exceeding 150mm thick and compacted to 95% Mod AAHTO Density in forming levels under solid floor surfacing, 4 litres of moisture to each square metre of surface area.	m ³	375		
2.2.5			20 mm thick sifted river sand blinding in earth to receive DPM elsewhere.	m ²	2850		
2.3			<u>Soil insecticide:</u>				
2.2.1			To horizontal surfaces,etc.including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m ²	2850		
2.2.2			To bottoms and sides of trenches	m ²	2875		
2.2.3			Allow for compaction tests to be performed by specialist	No	20		
	1200 GB		<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
2.4	1200 GB		<u>CONCRETE</u> <u>MASS CONCRETE</u>				
2.4			<u>Concrete (20 MPa) in:</u>				
2.4.1			Walkways	m ³	45		
	1200 GB		<u>REINFORCED CONCRETE</u>				
2.5			<u>Reinforced concrete (25 MPa)</u>				
2.5.1			Concrete floor slab	m ³	345		
2.5.2			Concrete Strip footing	m ³	85		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward							
2.5.3			Concrete bases	m ³	54		
2.5.4			Concrete Stub Columbs and beams	m ³	70		
2.5.5			Ramps and steps	m ³	20		
	5,2		<u>FORMWORK</u>				
2.6	5.2.1(a)		<u>Rough formwork:</u>				
2.6.1			Edges,risers,ends and reveals not exceeding 300 mm high	m	640		
2.6.2			Sloping and stepped outer edges of stairs n.e 300mm high extreme	m	165		
2.6.3			Pad footings	m ²	96		
2.6.4			Stub columns	m ²	160		
2.7			<u>REINFORCEMENT</u>				
2.7.1			Fabric Reinforcement - Ref 193 Mesh(measured net)	m ²	385		
2.7.2			Steel Reinforcement bars in varying diameters	t	50		
2.8			<u>Concrete Sundries</u>				
2.8.1			Finish top of concrete with wood float	m ²	3000		
2.8.3			Sawcut joints including sealant	m	808		
2.8.4			Expansion Joints	m	550		
			<u>BRICKWORK:</u>				
2.9			<u>FOUNDATION</u>				
			<u>Brickwork of NFX bricks in class 1 mortar</u>				
2.9.1			One brickwall in stretcher bond in concrete bricks in 1:4 cement mortar	m ²	725		
2.10			<u>Brick reinforcement:</u>				
2.10.1			150 mm Wide brickforce	m	1050		
2.11			<u>SUPERSTRUCTURE</u>				
			<u>Brickwork of NFX bricks in class 1:4 cement mortar</u>				
2.11.1			One brickwall in stretcher bond in concrete bricks in 1:4 cement mortar	m ²	2027		
2.12.2			Brick Piers	m ³	5		
2.12.3			M140 Blockwork to internal Walls	m ²	318		
2.12			<u>Brick reinforcement</u>				
2.12.1			150 mm Wide brickforce	m	10668		
2.13			<u>Brickwork sundries</u>				
			<u>Precast prestressed fabricated lintels</u>				
2.13.1			150 x 75 mm Lintels not exceeding 1500mm	m	100		
2.13.2			150 x 75 mm Lintels not exceeding 3000mm	m	100		
2.14			Extra over for Stone cladding, including grout and spacers 32.5cm x 7.5cm	m ²	100		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			Brought Forward				
2.13			<u>Air bricks etc.</u>				
2.13.1			230 x 160mm Cement air brick	no	36		
2.13.2			233 x 175mm Foam plastic air vent	no	20		
2.14	SABS 021:2002		<u>WATERPROOFING</u>				
2.14.1	7,3		One layer of 375 micron "Consol or equal approved Plastics Brikgrip or equal approved DPC embossed damp proof course.				
2.14.2	7.3.1		To walls 220 mm Wide	m ²	155		
2.15			<u>One layer of 250 micron "Consol Plastics Hyperlastic Orange" or equal approved waterproof sheeting sealed at laps with " Superstick " or equal approved tape</u>				
2.15.1			Under floor slabs	m ²	2850		
2.16			<u>ROOF COVERINGS.ETC</u> <u>PROFILE METAL SHEETING AND ACCESSORIES</u>				
			<u>0.6 mm Chromadek roof sheeting.</u>				
2.16.1			Roof covering with slope approx. 17.5 degrees	m ²	445		
2.16.2			Ridge capping	m	50		
2.17			<u>ROOF AND WALL INSULATION</u>				
2.17.1			<u>Sisalation 420 heavy industrial grade aluminium foil based insulation</u>				
2.17.2			Insulation laid taut over purlins (at approximately 900mm centres) and fixed cocurrent with roof covering including galvanised steel straining wires.	m ²	445		
2.19			<u>CARPENTRY AND JOINERY</u> <u>TRUSSES.ETC.</u> <u>Prefabricated roof trusses manufactured by specialist including to suit span not exceeding 10m and 2.5 m high with 0.6m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties (elsewhere measured).</u>				
2.19.1			Trusses in double hip set type overall including jack rafters permanent bracing, etc	m2	325		
2.19.2			38 x 114 mm Wall plate	m	150		
2.19.3			50 x 76 mm Purlins	m	815		
2.19.4			50 x 76 mm Trimmer Battern & Gable trim purlin	m	815		
2.20.5			38 x 38 mm Brandering fixed to underneath trusses in one direction	m ²	445		
2.20			<u>Fibre cement fascias & Barge boards:</u>				
2.20.1			80 x 200 mm Barge boards including joints and screws	m	250		
2.20.2			225 x 10mm Fascias and barge boards including galvanised steel H-profile jointing strips	m	485		
2.21			<u>Doors,etc.</u>				
2.21.1			44 mm Thick framed ledged braced and batterned Door size (900 x 2100 mm) hung to steel frames.	no	1		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward						
2.21.2			44 mm Thick solid core flush door (900x 2100 mm) hung to steel frames. Rate to include frame.	no	4		
2.21.2			44 mm Thick framed ledged braced and battened Door size (1500 x 2100 mm) hung to steel frames.	no	5		
			Sundries:				
2.21.1			19 x 76 mm Hardwood /meranti skirting fixed to walls including 19mm quadrant bead	m	150		
2.22			GLAZING				
			6mm Silvered float glass copper backed mirrors with polished edges, fixed with double sided adhesive tape and silicone				
2.22.2			Mirror 7160x 1500mm high	No	2		
			IRONMONGERY				
2.23			HINGES,BOLTS,LOCKS,ETC				
2.23.1			32mm Open brass piano hinges	no	10		
2.24			Locks				
2.24.1			Latchset	no	26		
2.24.2			Three lever mortice lock with striking plate	no	26		
2.24.3			4 Lever single door lockset	no	2		
2.25			DOOR STOP				
2.25.1			38mm Diameter rubber door stop plugged.	no	26		
2.3			LETTERS, NAMEPLATES, ETC				
2.3.1			150 x 150mm anodised aluminium plate with male or female symbol	no	4		
2.3.2			600 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " KITCHEN"	no	1		
2.3.3			600 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " OFFICE"	no	1		
2.3.4			750 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " TUCKSHOP 1"	no	1		
2.3.5			750 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " TUCKSHOP 2"	no	1		
2.3.6			750 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " RECEPTION"	no	1		
2.3.7			750 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " MEDIA CENTRE"	no	1		
2.3.8			750 x 100 x 3mm Thick clear perspex plate with 4mm high white reverse engraved and painted letters " GYMNASIUM"	no	1		
2.3.9			115 x 270 x 110mm Deep stainless steel hand free soap dispenser, plugged	no	6		
2.3.10			Door Closers	no	6		
2.3.11			Lockable toilet roll holder plugged	no	6		
2.3.12			Thief prof brass chromium plated toilet roll holder plugged	no	5		
2.3.13			Hudson and Knight Lever-fresh soap dispenser plugged	no	4		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			Brought Forward				
2.3.14			Solid 250-E40 coat hook	no	6		
2.3.15			Wash Hand Basin including all connection pipes, fittings etc	No	8		
2.3.16			Urinals Complete	No	2		
2.3.17			Toilet suite complete including all sanitary pipes and fittings	No	6		
2.3.18			32mm stainless steel back grab rail 930mm long, plugged	No	2		
2.3.19			32mm stainless steel side grab rail 900mm girth, plugged	No	2		
2.3.19			Showers complete	No	8		
2.4			<u>METALWORK</u>				
			<u>GALVANISED STEEL WINDOWS,FRAMES,ETC:</u>				
2.4.1			1,6 mm Double rebated pressed metal jamb-lining size 900 x 2100mm to siut wall 220 wide	No	5		
			<u>Burglar Bars</u>				
2.4.1			Purpose made burglar for door 900 x 2100m high	No	10		
2.4.2			Purpose made sliding burglar for shop fronts 2700x 3000m high	No	4		
2.4.3			Purpose made sliding burglar for shop fronts 3000m high	m	30		
2.4.4			Purpose made sliding burglar for shop fronts 1500x 3000m high	No	4		
2.4.5			Purpose made burglar for window 2500 x 1000m high	No	8		
2.4.6			Purpose made burglar for window 900 x 1200m high	No	22		
2.4.7			Purpose made burglar for window 3000x 1400m high	No	8		
			<u>Roller Shutter Doors</u>				
			Wispeco "Roll-A-Door" aluminium powder coated roller shutters or other equal approved, fixed to brickwork or concrete including burglar bars ans serving stand				
2.4.8			Manual push-up slatted roller shutter for 1500 x 1200mm high opening	No	2		
			<u>Galvanised Steel Grand Stands</u>				
2.4.9			5 Tier galvanised steel grand stands including polysterene seating placed on the side of the court according to manufatcure's instructions	m	55		
			<u>Galvanised Posts</u>				
			Supply and fabrication and erection using steel to SABS 1431 Grade 350WA steel complete with all the necessary cleats, brackets, gussets, packs, etc. as follows:				
2.4.10			Basket Ball/Netball set	No	1		
2.4.11			Tennis set	No	1		
2.5			<u>CEILINGS,ETC</u>				
			<u>NAILED UP CEILINGS</u>				
2.5.1			6.4mm "Rhino" or equal approved gypsum plasterboard with Round cover strips over joints.				
2.5.2			Ceilings including 38 x 38mm sawn softwood brandering at 400mm centres	m ²	275		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			Brought Forward				
2.5.3			Extra over ceiling for opening for 150mm	no	4		
2.5.4			Extra over ceiling for opening for 100 x 100mm light fitting	No	10		
2.5.5			Extra over ceiling for 600 x 600mm trap door of 30 x 30mm wrought softwood rebated framing with one 30 x 300mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	no	4		
			"Rhino" or equal approved gypsum plasterboard cornices				
2.5.6			75mm Coved cornices	m	202		
2.6			<u>FLOOR COVERINGS</u>				
			400 X 400 X 1.6 mm Thick vinyl tile fixed to floors with adhesive as per manufactore's instruction .				
2.6.1			To screeded floors	m ²	1752		
2.6.2			Skirting in narrow widths	m	750		
			<u>Ceramic Floor Tiles</u>				
			<u>300x300mm x3mm Wall and floors tiles fixed to floors with adhesive as per manufacturer's Instruction</u>				
2.6.3			To screeded floors	m ²	450		
2.6.4			Skirting in narrow widths	m	950		
2.7		LI	<u>PLASTERING</u>				
		LI	<u>PLASTER,ETC</u>				
2.7.1		LI	<u>Render in one coat 1:4 cement plaster with smooth and even finish:</u>				
2.7.2			On walls externally	m ²	1350		
2.7.3			In narrow widths	m ²	167		
2.7.4			On walls internally	m ²	2754		
2.7.5			In narrow widths	m ²	50		
2.7.6			40mm Screeds,etc.	m ²	1752		
		LI	<u>20mm Thick cement render 1:3 steel trowelled to a smooth and even finish to receive tiling elsewhere</u>				
2.7.7			On concrete surfaces	m ²	150		
			<u>Untinted granolithic screed:</u>				
2.7.8			22 mm Thick grano power floated steel trowelled to a smooth finish cast on concrete surfaces including forming reeds, trial sect to be installed by specialist approved by the Engineer	P Sum	1	R 1,00	R 150 000,00
2.8	SABS 967		<u>PLUMBING AND DRAINAGE</u>				
2.8.1			125mm Aluminium gutters	m	385		
2.8.2			Extra over aluminium gutter for outlet for 75mm pipe	No	12		
2.8.3			Extra over aluminium gutter for stopped end	No	12		
2.8.4			Extra over 75mm rainwater pipe for shoe	No	12		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward							
2.8.5	5.2.(b) SABS967		Extra over 75mm rainwater pipe for bend	No	12		
2.8.6			Swanneck joint	No	30		
2.8.7			Wire grating	No	10		
2.8.8	3.1.5 1200 LF		75mm Diameter rainwater pipes	m	100		
<u>Copper pipes</u>							
2.8.9	3.1.1 1200 LF		15mm Pipes	m	120		
2.8.10	3.1.1 1200 LF		22mm Pipes	m	120		
<u>Fire appliances.</u>							
2.8.11			30 m Plastic hose,chromium plated stopcock,shut-off nozzle and wall bracket	No	1		
<u>Cobra Watertech or equal approved</u>							
2.8.12			CHLOE Concealed EX7009/CH shower mixer	no	3		
2.8.11			1-076V/CP shower rose	no	3		
2.8.12			15mm 027CP overhead shower arm	no	3		
<u>SANITARY PLUMBING</u>							
2.8.13			Excavation not exceeding 2m deep for pipe trenches	m ³	30		
2.8.14			Backfilling to pipe trenches compacted to 93% Mod AASHO density	m ³	30		
<u>uPVC pipes</u>							
2.8.15			100mm Pipes	m	150		
2.8.16			38mm Pipes	m	150		
<u>Extra over uPVC pipes for fittings</u>							
2.8.17			100mm Junction	no	4		
2.8.18			100mm Access pipe	no	5		
2.8.19			100mm Access bend	no	5		
<u>Class 1 copper pipes</u>							
2.8.20			40mm Pipes	m	55		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			Brought Forward				
2.8.21			Extra over galvanised steel pipes for steel fittings				
			Fittings	no	15		
2.9	SABS ISO 12944 7/1998	LI	<u>PAINTWORK</u>				
		LI	<u>PAINTWORK TO NEW WORK</u>				
			One coat bonding liquid and two coats interior quality PVA emulsion paint				
2.9.1			On internal walls	m ²	2454		
			One coat bonding liquid and two coats interior quality PVA emulsion paint				
2.9.2			On external walls	m ²	1350		
		LI	<u>ON PLASTER BOARD</u>				
2.9.3			One coat primer and two coats interior quality PVA emulsion paint	m ²	80		
2.9.4			On ceilings and cornices	m ²	80		
2.9.5			One coat bonding liquid and two coats exterior quality PVA emulsion paint	m ²	15		
2.9.6			On fascias and barge boards	m ²	15		
		LI	<u>ON WOOD</u>				
			One coat wood primer, one undercoat and two coats silhane gloss enamel				
2.9.7			On doors	m ²	4		
2.9.8			On door frames etc	m ²	15		
2.9.9			On windows	m ²	15		
			<u>ON METAL</u>				
		LI	One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel				
2.9.10			Door frames	m ²	100		
2.9.11			Windows with burglar bars	m ²	250		
			<u>INDOOR COURT</u>				
2.9.12			Concrete surface bed to receive 50mm Acrylic sports flooring	m ²	750		
2.9.13		LI	Prepare and apply one coat white UV stable and slip resistant acrylic water based paint on concrete surface bed etc	m ²	750		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Brought Forward						R -
2.10			<u>PROVISIONAL SUMS</u>				
			<u>Structural Steel Portal Frame</u>				
2.10.1			Design, supply and install galvanised steel portal frame complete including roof sheets, fascia and barge boards and foundations complete in accordance with the Standard Building Regulations,	Prov Sum	1	R1 650 000,00	R1 650 000,00
			<u>ALUMINIUM WINDOW SHOP FRONTS</u>				
2.10.2			Powder coated (Black) sliding window units complete with subframes, ironmongery, 10mm toughened clear laminated safety glass, sealing, etc and fixing to brickwork or concrete including factory fitted burglar bars, complete as per architect's drawings	Prov Sum	1	R350 000,00	R350 000,00
			<u>SKYLIGHT</u>				
2.10.3			Skylight installed by Specialist	Prov Sum	1	R450 000,00	R450 000,00
			<u>ELECTRICAL INSTALATIONS</u>				
2.10.4			All electrical cabling, wiring lights and fittings according to building standards	Prov Sum	1	R125 000,00	R125 000,00
			<u>MEDIA ROOM EQUIPMENT</u>				
2.10.5			All furniture and other necessary equipment.i.e computers data cabling for the full functioning of the centre	Prov Sum	1	R125 000,00	R125 000,00
			<u>GYMNASIUM EQUIPMENT</u>				
2.10.6			Gym equipment installed into position as per engineer's instructions	Prov Sum	1	R85 000,00	R85 000,00
2.10.7			Provisional Sum for seats, benches and lockers etc	Prov Sum	1	R38 000,00	R38 000,00
2.10.8		LI	<u>Land Scaping</u>	Prov Sum	1	R30 000,00	R30 000,00
2.10.7			Contractors mark-up on items 2.10.1 & 2.10. 2 above	%		R2 853 000,00	
TOTAL CARRIED FORWARD TO SUMMARY PAGE							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	SABS 1200		SECTION 5: EXTERNAL WORKS				
			FENCING				
3.1.1		LI	Removal of existing diamond wire mesh fence, posts and gates, cleaning and repainting with a metal zinc oxide paint and then re-installing of the fence.	m	200		
3.2			SEPTIC TANK				
		LI	Construct Septic tank Complete as per drawing supplied	No	1		
3.4			PARKING BAYS				
			Site Clearance				
3.4.1			Stripping average 150mm thick layer of top soil and stockpiling on site,	m ²	1000		
			EXCAVATION, FILLING, ETC				
			Excavation in earth				
3.4.2			Open face excavation (incl sub-soil)	m ³	500		
			Extra over all excavations for carting away				
3.4.3			Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	250		
			Earth filling obtained from excavations compacted to 98% Mod AASHTO density				
3.4.4			Over site	m ³	25		
			Soil insecticide:				
3.4.5			To horizontal surfaces,etc.including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m ²	1000		
TOTAL CARRIED FORWARD							

ITEM	PAYMENT REFERS TO	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward							
<u>Extra over excavation in earth for excavation in</u>							
3.4.6			Soft rock	m ³	5		
3.4.7			Hard rock	m ³	5		
<u>Earth filling supplied by the contractor under paving etc</u>							
3.4.8			Over site of G5 material in accordance with SABS 1200 DM compacted to 93% Mod AASHTO density	m ³	145		
3.4.9			Over site of G2 material in accordance with SABS 1200 DM compacted to 93% Mod AASHTO density	m ³	145		
<u>Pavers</u>							
3.4.10			Interlocking Pavers on 25mm river sand layed on gravel surface	m ²	500		
<u>Ancillary roadworks</u>							
3.4.11			Rip and compact to 95% MOD AASTHO DENSITY (150 mm depth)	m ³	300		
3.4.12			Type Fig. 6 non - mountable kerb	m	500		
3.4.13			Ditto but circular on plan	m	150		
<u>Non - reflectorised paint applied at nominal rate of 0,42L/m2 for:</u>							
3.4.14			White lines (broken or unbroken)	m	1000		
3.4.15			Covered Seating area 96m2 as per drawings	No	1		
TOTAL CARRIED FORWARD							

UPHONGOLO LOCAL MUNICIPALITY

WARD 8 MULTI PURPOSE CENTER

BILL OF QUANTITY

SUMMARY PAGE

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERAL	
2	BUILDING WORKS	
5	EXTERNAL WORKS	

A	SUB-TOTAL	
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B	ADD 2% CONTINGENCIES	
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C	SUB-TOTAL	
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D	VAT 15%	
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E	TOTAL INCLUSIVE OF VAT (CARRIED TO FORM OF OFFER)	
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C3: SCOPE OF WORK

C3.1: DESCRIPTION OF THE WORKS

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

C3.1.1 Employer's Objective and Overview of the works

PROJECT DESCRIPTION

Employer's Objective

The project entails the construction of a multi-purpose center to service the community of Ward 8 within the Uphongolo Municipality. The Godlwayo Settlements are a rural community with no major economic activity. The majority of the households survive on small scale farming and some buying and selling at a local scale. The construction of the multi-purpose centre will come in handy. This facility will be used by both the young and old from the local community and those from nearby surrounding areas. Due to its diversity in terms of what it has to offer, the Multi-Purpose Centre will accommodate people with different interests and hence become a truly communal facility meeting the needs of the general population as a whole. People will have the opportunity to access the media center locally and also have to host meetings and have a gym centre.

This infrastructure will be used by mostly the youth but also the older citizens. It will help keep the youth engaged in activities that build them to be better citizens. The youth will have a way to keep them away from activities such as drugs and crime. The library will also come in handy in their studies as most do not have a conducive environment to study in at their places.

On completion the multi-purpose centre building will have a floor area of **2430m²** and the facility will consist of a strip foundation (reinforced or unreinforced) is to support the 230mm thick brickwork, one face brick and one common brick, used for the exterior and interior perimeter respectively. Finishes to the multi-purpose hall include plaster and painting on the inside wall, IBR roof sheets fixed on a portal frame are to be used for the roofing and ceiling boards for the interior of the building roof. Other finishes include cupboards for the kitchen and floor tiles.

Overview of the Works

The multi-purpose centre will consist of the following features:

1. The main hall footprint of approximately 1980m² to house approximately 1400 seats and consist of:
 - Seating area 420m²
 - Stage 300m²
 - Movable grand stand
 - Indoor sport area 510m²
2. The Front section will approximately consist of a 280m² floor area constituting of the following features:
 - Indoor Gym 92m²
 - Media room 36m²
 - Reception area 18m²
 - Boardroom/offices 18m²
 - Kitchen and Tuckshop

3. Ablution / Change rooms Facility, 2 No off **38m²** ablution/ change rooms blocks each with:
 - One paraplegic unit
 - Two toilet cubicle units
 - Three shower cubicle units
 - Two urinal units
4. Ablution / change rooms Facility, 2 No off **38m²** ablution/ change rooms blocks each with:
 - One paraplegic unit
 - Four toilet cubicle units
 - Three shower cubicle units
5. Other Features
 - Parking (800m²), 40 parking bays
 - Play area (200m²) - grassed
 - The 2.4m high clear VU Fencing, 320m long perimeter
 - 200m long x 3m wide road works.
 - Borehole and Elevated Tank
 - Electricity: The Ward 8 multi-purpose centre will be electrified since the area has been serviced by ESKOM.
 - Septic Tanks
 - Concrete apron 250m
 - Landscaping of the site

EXTENT OF THE WORKS

Under this contract, the successful contractor will be required to undertake the following works:

- C1. Setting out of the facility
- C2. Site clearing.
- C3. Earthworks for the platform and foundations
- C4. Structural Concrete works to foundations and Structural Steel Installation
- C5. Brickwork and plaster to walls to internal walls
- C6. Face brick and cladding finish to external walls
- C7. Construction of perimeter palisade fencing
- C8. Painting , flooring, ceilings installation and general sundry items
- C9. Road works and paved parking area
- C10. Land scapping and grassing

DESCRIPTION OF THE SITE AND ACCESS

Access

The site is located in Ward 08 under Uphongolo Municipality.

GPS co-ordinates – Latitude 27° 18'43.78"
Longitude 31°24'22.67"E

C3.2: PROJECT SPECIFICATIONS & ENGINEERING

C3.2.1 General

Applicable Standard Specifications

Although not bound in or issued with this document, the following SABS 1200 Standard Specifications for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall form part of the Contract Documents. The Contractor shall be in possession of these Standard Specifications and their related SABS 0120 Code of Practice (latest edition) which apply equally and shall keep a copy thereof on site for reference by himself or the Engineer for the duration of the Contract.

SABS 1200 A	1986 :	General
SABS 1200 AB	1986 :	Engineer's Office
SABS 1200 C	1980 :	Site Clearance (As amended 1982)
SABS 1200 D	1988 :	Earthworks (As amended 1990)
SABS 1200 DB	1989 :	Earthworks (Pipe Trenches)
SABS 1200 DK	1996 :	Gabions and Pitching
SABS 1200 DM	1981 :	Earthworks (Roads, subgrade)
SABS 1200 F	1983 :	Piling
SABS 1200 G	1982 :	Concrete (Structural)
SABS 1200 GA	1982 :	Concrete (Small Works)
SABS 1200 LB	1983 :	Bedding (Pipes)
SABS 1200 LC	1981 :	Cable Ducts
SABS 1200 LD	1982 :	Sewers
SABS 1200 LF	1983 :	Erf connections (Water)
SABS 1200 M	1996 :	Roads (General)
SABS 1200 ME	1981 :	Subbase
SABS 1200 MK	1983 :	Kerbing and Channelling
SABS 1200 LG	1983 :	Pipe Jacking
SABS 1200 MM	1984 :	Ancillary Roadworks

NOTES:

1. FOR THE PURPOSE OF THIS CONTRACT "SABS" IS TO BE REPLACED BY "SANS" FOR THE ENTIRE RANGE OF STANDARD SPECIFICATIONS.
2. COPIES OF THE STANDARDISED SPECIFICATIONS ARE AVAILABLE AT SANS, PRETORIA.
3. WHEREVER THE TERM "PROJECT SPECIFICATIONS" APPEARS IN THE STANDARDISED SPECIFICATIONS IT MUST BE REPLACED WITH THE TERM "SCOPE OF WORK"

C3.2.2 Design

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

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

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

C3.2.3 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

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

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

C3.2.4 Planning and Programme *(Read with SANS1921-1:2004 clause 4.3)*

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers, as detailed in the Returnable Documents section.

The following constraints shall be considered in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is as indicated in the contract data. Plant and personnel requirements to complete the project during the project period must be incorporated in the Tender.
- b) The relocation of services is to be determined during construction.

C3.2.5 Programme in terms of Clause 5.6 of the General Conditions of Contract

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

C3.3: MANAGEMENT OF THE WORKS

C3.3.1 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

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

C3.3.2 Earthworks (Read with SANS 1921 - 1 : 2004 clause 4.10)

Borrow pits and spoil areas

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

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

C3.3.3 Testing (Read with SANS 1921 – 1 : 2004 clause 4.11)

Process control

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

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

Acceptance control

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

C3.3.4 Site Establishment (Read with SANS 1921 - 1 : 2004 clause 4.14)

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the municipality. Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

C3.3.5 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

C3.3.6 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.3.7 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

There are no existing master plans for all the existing services in the project area. To this end, the Contractor shall prove and acquaint himself with the positions of **all** existing services before any excavation or other work likely to affect the existing services is commenced.

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

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service
----------------------	------------------------

- | | |
|-----------|--|
| a) Eskom | Overhead and underground cables, timber poles and distribution boxes |
| b) Telkom | Underground cables and distribution boxes |
| c) Water | Underground water pipelines, concrete chambers and marker posts |
| d) Sewer | Underground sewer pipelines, concrete chambers and marker posts |

Provisional amounts are included in the bill of quantities for the said services. Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings, but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications regarding services.

C3.3.8 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

C3.3.8.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

C3.3.8.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

[Note to compiler: The Employer's Safety Specification is available and must be included]

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C3.3.8.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

C3.3.8.4 Management of the environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

C3.3.9 EPWP Alignment Clauses

C3.3.9.1 (1.2) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any infrastructure projects:

Protective overalls

- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

C3.3.9.2 (B1231) COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of ___(insert time) and ___(insert time) and at other time as the need arises. His normal working day will extend from ___morning until __ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements regarding numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

C3.4: COMMUNITY DEVELOPMENT AND TRAINING

PART A

In line with the municipality's COMPULSORY SUBCONTRACTING policy, as approved *Supply Chain Management Policy*; "all contracts within Municipality" are subject to a compulsory subcontracting. In terms of this clause, the successful Tenderer (Main contractor) is compelled to Sub-contracting a minimum of **30 %** of the contract value. The subcontract firms shall be;

- in the Level 1 CIDB grading category of the specific project category (GB, CE, etc.);
- residents of uPHONGOLO LOCAL MUNICIPALITY,
- Black owned emerging contractor entities. Preference should be given to youth, disabled and female contractors or co-operatives.

The 30% requirement shall not be made up entirely of construction materials sourcing, this aspect will be capped at 10%.

Allocations will be made within the Bill of Quantities for specific works to be done by subcontractors, with an allocation for the full-time supervision by the Main Contractor. The works produced by the subcontractor is solely the responsibility of the Main Contractor.

A list of subcontractors meeting a pre-qualifying criterion will be provided to the Main Contractor by the municipality. However, the municipality indemnifies itself from any claim that may arise in the event of a dispute herein.

PART B

Furthermore, the South African Government has undertaken to drive the "radical economic" transformation of marginalized and previously disadvantaged individuals. The Tenderer must submit a proposal for other proposed Economic Transformation Strategies that may be employed to meet the national economic transformation goals. The proposal may include but is not limited to the following.

C3.4.1 Education and Training

This may include contributions to the communities that endeavour to build schools and classrooms as well as outreach and special programmes for the betterment of the intended beneficiaries.

C3.4.2 Skills Development

Programmes that are aimed at improving skills levels in communities with the objective to earn a living and become self-sustainable.

C3.4.3 Job Creation

Support of job creation projects that are external to this contract and are aimed at creating self-sustainability for individuals and small enterprise entities.

C3.4.3 Community support

Medical, primary healthcare and welfare projects (e.g. food schemes) within the communities in which the Contractor is operating may be considered and may also be non-monetary, such as organisational, administrative support, time spent by staff to help to organise an event, project or training for a beneficiary, etc. This may also include Community Aids awareness programmes aligned to government programmes.

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C4: SITE INFORMATION

C4.1: LOCALITY PLAN

The site is within Ward 08 of Uphongolo Municipality.

WARD 8 MULTI- PURPOSE centre

Ward 8

GPS coordinates – Latitude 27° 18'43.78"S

Longitude 31°24'22.67"E

C4.1.1: Access

The site shall be accessed through a temporary access gate at the DSD facility. Incidental intrusion into private or tribal property outside the site works shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract

C4.2.1: Geotechnical Report

The detailed Geotechnical investigation was undertaken, and a Geotechnical Report prepared. The report will be emailed to tenderers upon request.

C4.2: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as an attachment to the tender document. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

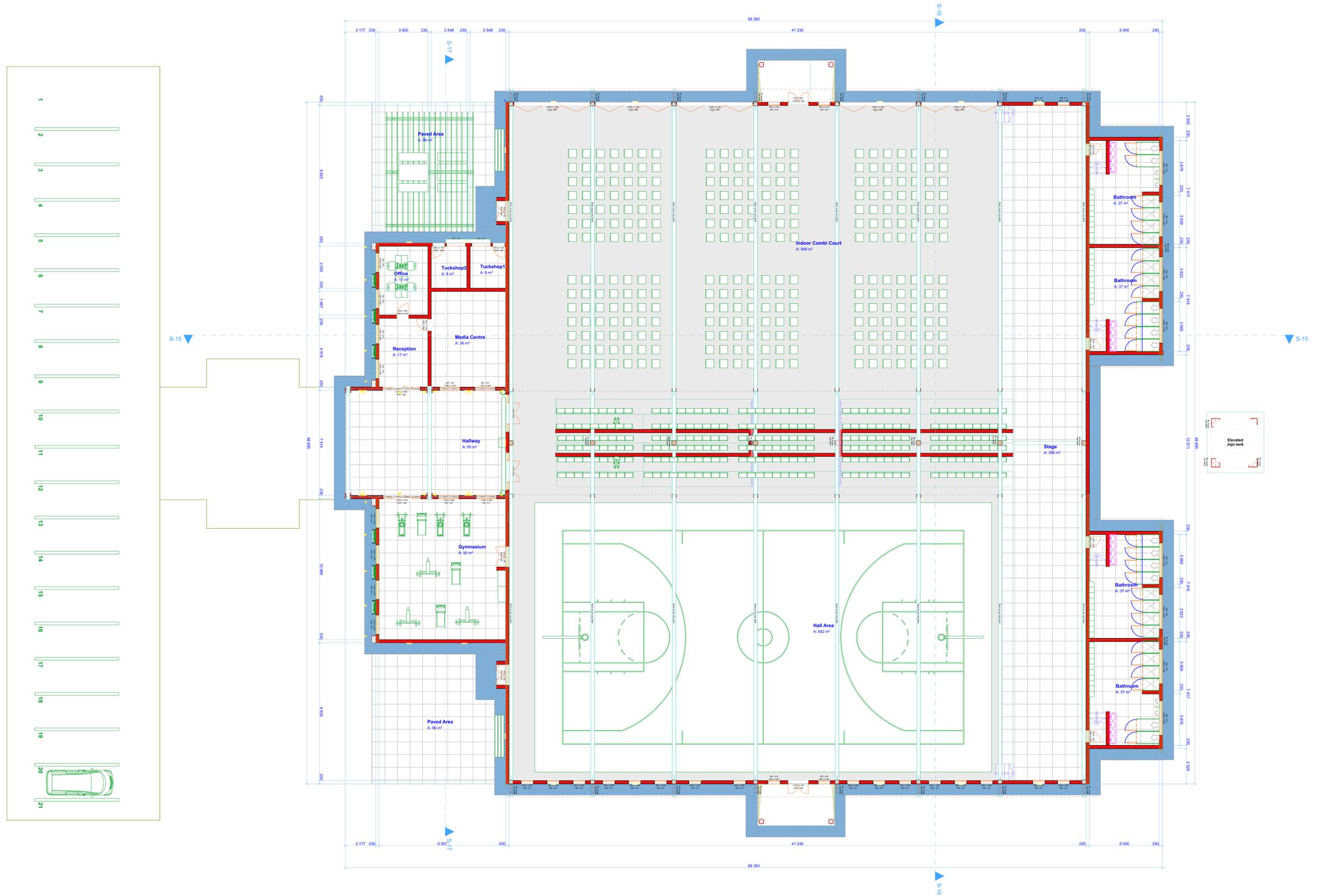
At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

C4.2.1 List of drawings attached

Tender drawings are issued separately and are listed hereunder:

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°	Description
622/07/2022	ISA236/09/01	Multi-Purpose Plan
622/07/2022	ISA236/09/02	Sections and Details
622/07/2022	ISA236/09/03	Elevations and Details
622/07/2022	ISA236/09/04	Window and Door Schedule
622/07/2022	ISA236/09/05	Fencing Details



FLOOR PLAN

scale 1:100

No.	REFERENCE DRAWINGS
DESIGNED	CHECKED
DRAWN	CHECKED
REVISIONS	DATE
CHKD	APPRV
ONLY REVISIONS MARKED THIS ARE VALID	

DESIGNED	
CHECKED	
DRAWN	
CHECKED	

CONSULTANT:

FMA ENGINEERS

18 York Road
P O BOX 01
CAVERSHAM GLEN
Tel : +27 31 303 2763

CLIENT:

UPHONGOLO MUNICIPALITY

P.O BOX 191
61 Martin Street
PONGOLA
Tel : +27 34 413 1223

PROJECT NAME:

CONSTRUCTION OF WARD 8 MULTI PURPOSE HALL

FLOORPLAN

DATE:
19 JULY 2022

DRAWING:
TENDER DRAWING

SHEET
1 OF 1

FILE No.
ISA236/09/01

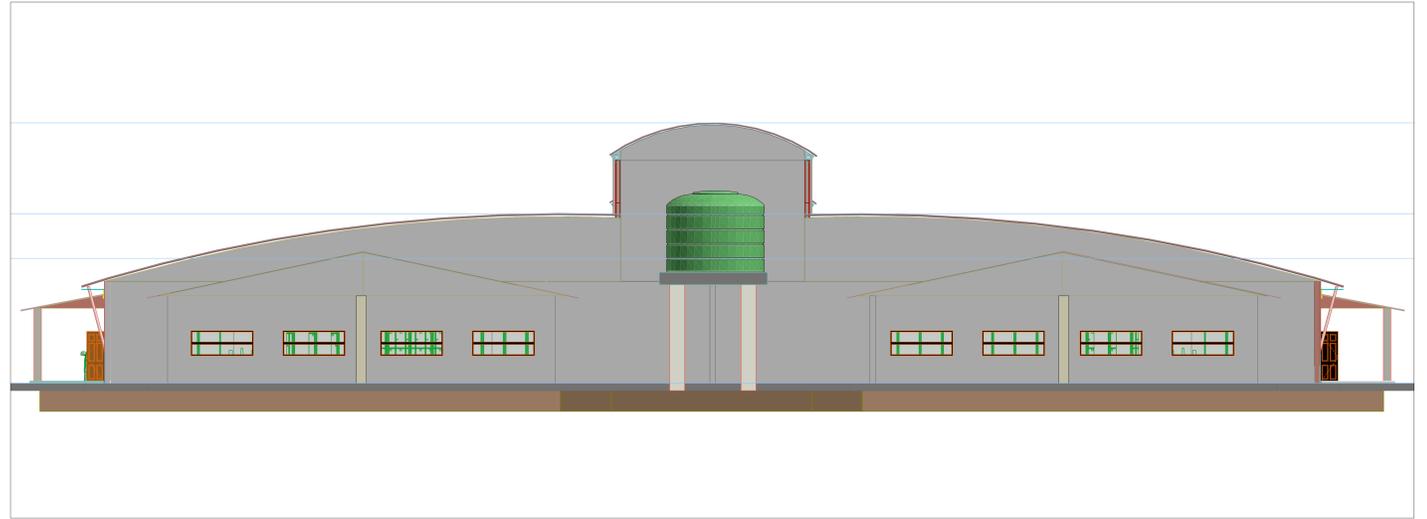
CONTRACT No.
622/07/2022

REVISION
0



East Elevation

scale 1:100



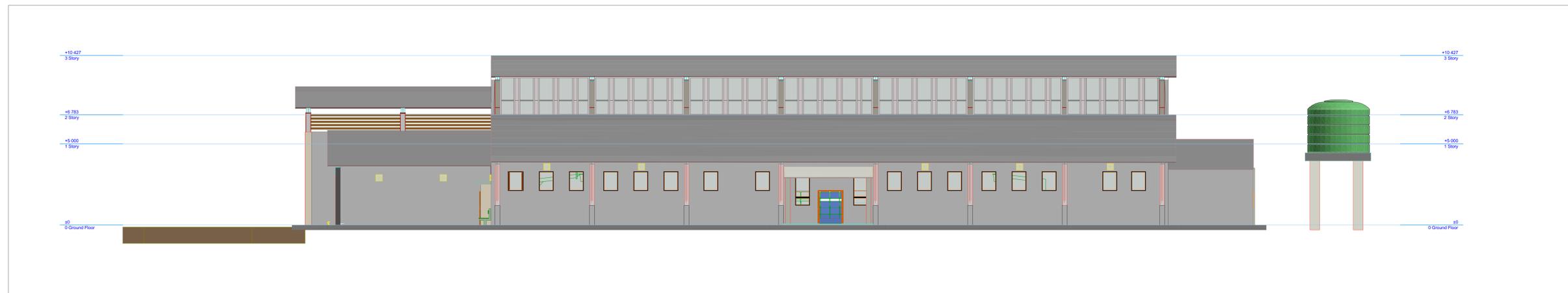
West Elevation

scale 1:100



North Elevation

scale 1:100



South Elevation

scale 1:100

No.	REFERENCE DRAWINGS		
REVISIONS	DATE	CHKD	APPRV
ONLY REVISIONS MARKED THIS WAY ARE VALID			

DESIGNED	
CHECKED	
DRAWN	
CHECKED	

CONSULTANT:

FMA ENGINEERS

18 York Road
P O BOX 01
CAVERSHAM GLEN
Tel : +27 31 303 2763

CLIENT:

UPHONGOLO MUNICIPALITY

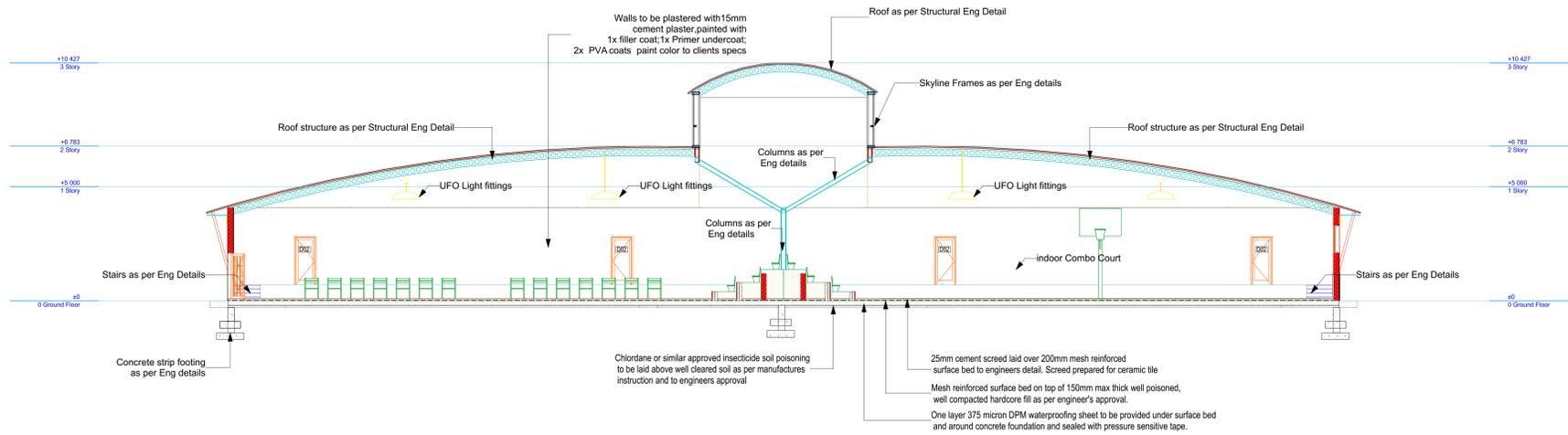
P.O BOX 191
61 Martin Street
PONGOLA
Tel : +27 34 413 1223

PROJECT NAME:

CONSTRUCTION OF WARD 8 MULTI PURPOSE HALL

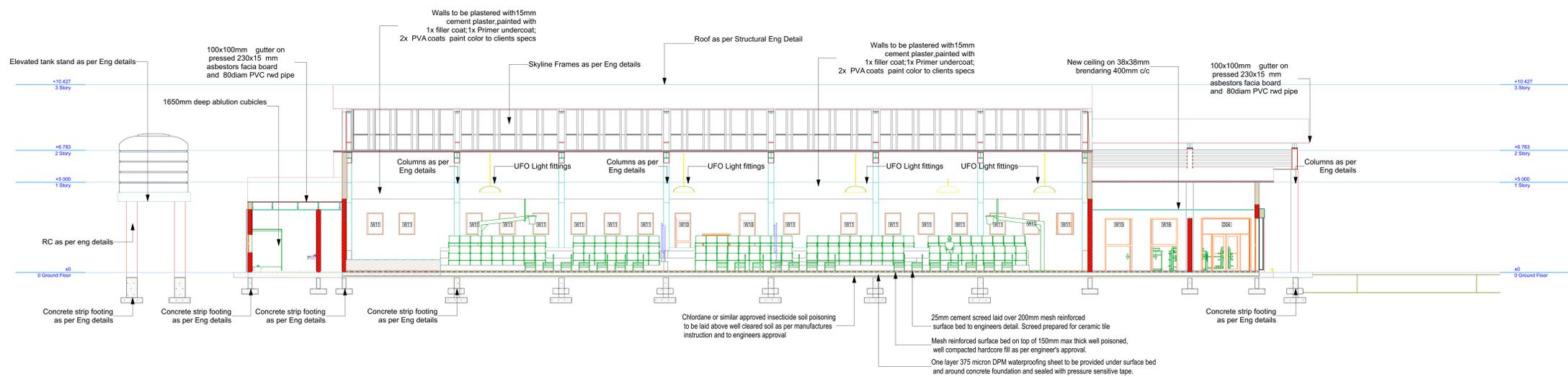
ELEVATIONS

DATE: 19 JULY 2022	DRAWING: TENDER DRAWING
SHEET 1 OF 1	FILE No. ISA236/09/03
CONTRACT No. 622/07/2022	REVISION 0



SECTION S02 - S02

scale 1:100

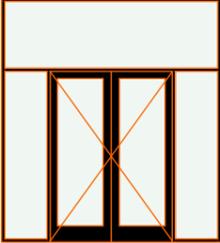
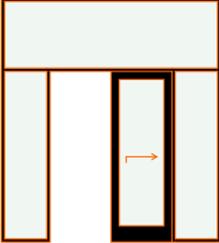
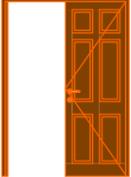


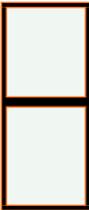
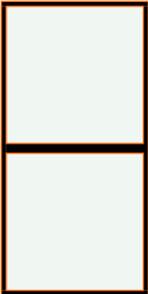
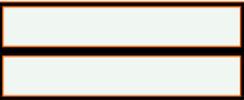
SECTION S01 - S01

scale 1:100

No.	REFERENCE DRAWINGS	DESIGNED	CHECKED	DRAWN	CHECKED	CONSULTANT:	 FMA ENGINEERS 18 York Road P O BOX 01 CAVERSHAM GLEN Tel : +27 31 303 2763	CLIENT:	 UPHONGOLO MUNICIPALITY P.O BOX 191 61 Martin Street PONGOLA Tel : +27 34 413 1223	PROJECT NAME:	CONSTRUCTION OF WARD 8 MULTI PURPOSE HALL	DATE:	DRAWING:
												19 JULY 2022	TENDER DRAWING
		REVISIONS		DATE	CHKD	APPRV					SHEET	FILE No.	
		ONLY REVISIONS MARKED THUS  ARE VALID									1 OF 1	ISA236/09/02	
											CONTRACT No.	REVISION	
											622/07/2022		

SECTIONS

IES-02 Door Schedule							
Element ID	DOO - 002	DOO - 004	DOO - 004	DOO - 006	DOO - 007	DOO - 009	DOO - 009
Opening Name	Door 21	Double Door with 2 ...	Sliding Door, 2 Side...	Door 21	Door 21	Double Door 21	Sliding Folding Mult...
Quantity	4	2	2	3	1	5	5
W x H Size	900x2 100	2 700x3 000	2 700x3 000	900x2 100	900x2 100	1 500x2 100	5 500x2 100
Sill height	700	0	0	0	0	0	0
Head height	2 800	3 000	3 000	2 100	2 100	2 100	2 100
View from Side Opposite to Opening Side							
Fire Resistance Rating	20 minutes	20 minutes	20 minutes	20 minutes	20 minutes	20 minutes	20 minutes

IES-02 Window Schedule						
Element ID	WD - 010	WD - 011	WD - 015	WD - 016	WD - 017	WD - 020
Opening Name	Vertical Multi-Sash ...	Vertical Multi-Sash ...	Vertical Multi-Sash ...	Vertical Multi-Sash ...	Vertical Multi-Sash ...	Rectangular Windo...
Quantity	4	19	4	8	8	2
W x H Size	900x2 100	900x1 200	1 500x3 000	1 400x3 000	2 500x1 000	1 400x800
Orientation						
Sill height	0	2 100	0	0	1 100	1 300
Head height	2 100	3 300	3 000	3 000	2 100	2 100
View from Side Opposite to Opening Side						
Fire Resistance Rating	20 minutes	20 minutes	20 minutes	20 minutes	20 minutes	20 minutes

Revision History			
RevID	ChID	Change Name	Date

Company Title



FMA ENGINEERS
 #Contact Address 18 York Road
 P.O Box 01
 Cavershan Glen
 TEL: +27 31 303 2763

CLIENT



UPHONGOLO MUNICIPALITY
 #Contact Address 1.O Box 191
 61 Martin Street
 Pongola
 TEL: +27 34 413 1223

PROJECT NAME
 CONSTRUCTION OF WARD 8 MULTI-PURPOSE CENTRE

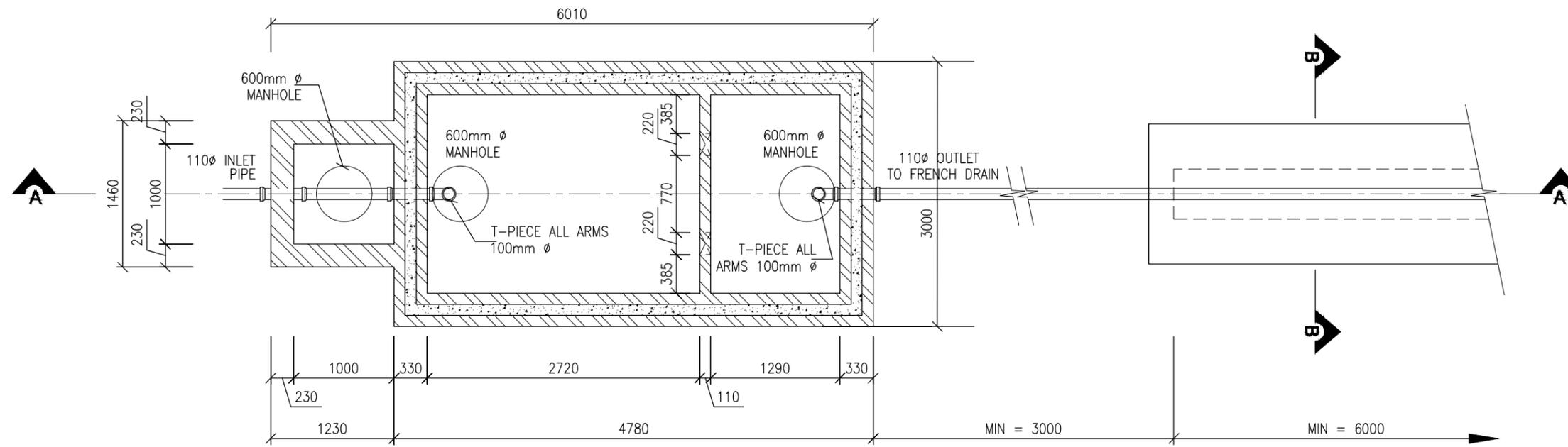
Drawing Title

WINDOW & DOOR SCHEDULES

DATE

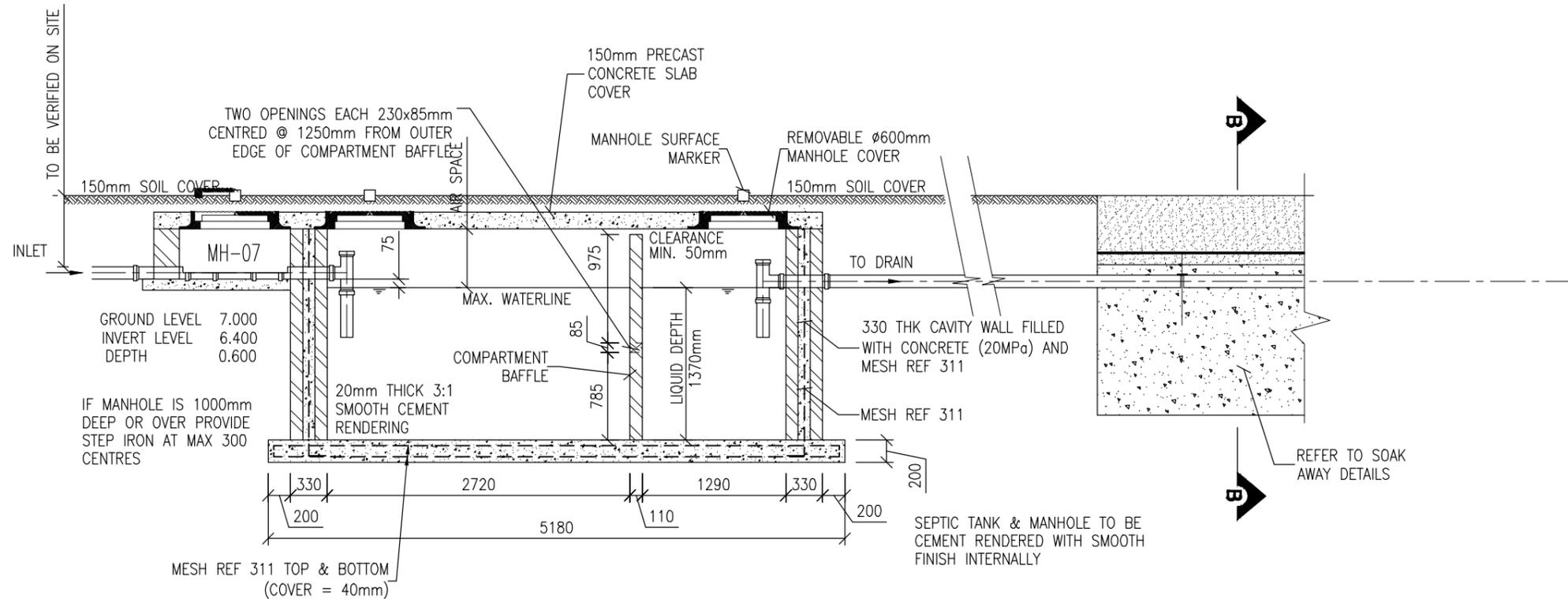
19 JULY 2022

Drawing Number Contract Number
 ISA236/09/04 622/07/2022



PLAN OF SEPTIC TANK

Scale 1:50



SECTION A
SCALE 1:50

CONSULTANTS



FMA Engineers (Pty) Ltd
PO Box 01,
Caversham Glen,
3616

CLIENT

uPHONGOLO MUNICIPALITY



61 Martin Street
Phongolo
3170

Tel: 034 412 1223

PROJECT TITLE

Construction Of Ward 8
Multi-Purpose Centre

DRAWING TITLE

SEPTIC TANK DETAILS

DRAWN BY: D.N

CHECKED BY: D.N

SCALE : AS SHOWN | DATE: 19 JULY 2022

DRAWING No.	ISA236/09/06	SIZE A3	REV. 00
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CONTRACT No.	622/07/2022
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