



NDLAMBE MUNICIPALITY



TENDER DOCUMENT

TENDER 27/2425

IMPROVEMENT OF NDLAMBE INTERNAL STREETS

(PARK ROAD, MBUNDWINI ROAD, MSWELA ROAD, GLADIOLA STREET, RETEIF STREET, PHANDLE ROAD, HOF & HEUWEL STREET)

NAME OF BIDDER : _____

PACKAGE BID (STREET NAME) _____

BIDDERS CSD NO : _____

PREPARED FOR

NDLAMBE LOCAL MUNICIPALITY



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Closing date:

Tuesday, 13 June 2025 at 12:00

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SECTION A: ABBREVIATIONS AND ACRONYMS	
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
COLTO	COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition.
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender set out in the tender document.
AccreditationBody	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining, and enforcing of Verification Standards.
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within Ndlambe Municipality's existing budget for the function to which the agreement relates; and Destined for Ndlambe Municipality in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the Ndlambe Municipality's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	Means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act(1993), but who for

	the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goal	<p>2.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table in MBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>2.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <ul style="list-style-type: none"> (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.
Close Family Member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	Refer to the Ndlambe Municipality Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
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.
Contract	Means the agreement that results from the acceptance of a bid by Ndlambe Municipality.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	Means a document 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).
Exempt Micro Enterprise (EME)	Means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.

Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union, or a relationship or the third degree of consanguinity.
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.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or 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 the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	Means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary, or short-term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces, a member of the board of directors of any municipal entity, an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price, which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices.
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to Ndlambe Municipality.

Public Private partnership	Means a commercial transaction between Ndlambe Municipality and a private party in terms of which: the private party either performs a function o.b.o. Ndlambe Municipality for a specified or indefinite period or acquires the use of state property for its own commercial purposes for a specified or indefinite period. the private party receives a benefit for performing the function or by utilizing state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees.
Qualifying Small Entity	Means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
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.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as "Contract".
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament.
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI.
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.
Tender	The same meaning is assigned as 'Bid' above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured.
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
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.
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.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to Ndlambe Municipality defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

Part T1: Tendering Procedures

T.1.1
TENDER NOTICE AND INVITATION TO BID



NDLAMBE MUNICIPALITY
TENDER 27/2425

INVITATION TO TENDER – UPGRADING OF NDLAMBE MUNICIPALITY INTERNAL STREETS

(PARK ROAD, MBUNDWINI ROAD PHASE 2, MSWELA ROAD, PHANDLE ROAD, GLADIOLA STREET, RETEIF, HOF ROAD, DE WET & HEUWEL STREET)

The Ndlambe Municipality hereby invites experienced service providers with a CIDB grading as tabulated below to submit bids for the upgrading of Ndlambe Municipality Internal Streets (PARK ROAD, MBUNDWINI ROAD PHASE 2, MSWELA ROAD, PHANDELE STREET, GLADIOLA STREET, RETEIF HOF STREET, DE WET STREET & HEUWEL STREET).

A compulsory clarification meeting with representatives of the Employer will take place as follows:

Venue: Town hall, Civic Centre, Port Alfred

Time: 10:00

Date: 6 June 2025

Description of the works:

Road Name	Description of Works	No. of SMME's	Linear Road Length (m)	CIDB Grading
1. Port Alfred– Mbundwini Road Phase 2	Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and storm water drainage system.	1	470	4CE or higher
2. Port Alfred – Park Road	Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and storm	1	805	5CE or higher

		water drainage system.			
3. Port Alfred – Mswela Road		Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and storm water drainage system.	1	530	4CE or higher
4. Alexandria – Phandle Street		Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and storm water drainage system.	1	805	4CE or higher
5. Alexandria Roads	Gladiola Street	Upgrading of the gravel road to block paving supported by engineered layers and storm water drainage system	1	475	5CE or higher
	Retief Street	Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and storm water drainage system.	1	203	
	Heuwel Street	Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and stormwater drainage system.	1	100	
	Hof Street	Rip and re-compact the existing asphalt surface and overlay with block paving supported	1	160	

		by engineered layers and storm water drainage system.			
	DE WET Street	Rip and re-compact the existing asphalt surface and overlay with block paving supported by engineered layers and storm water drainage system.	1	240	

Bidders shall take note of the following BID CONDITIONS:

1. Prices must be valid for at least ninety (90) days from the closing date.
2. Prices quoted must be firm and must, where applicable, be inclusive of VAT.
3. Ndlambe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
4. **Bids in respect of the abovementioned packages will be evaluated individually, and no bidder will be awarded more than one package. Bidders may, however, submit bids in respect of more than one package in a single tender document.**
5. A SARS tax reference number and PIN must be provided. Tax status will also be verified against the Central Supplier Database (CSD).
6. Evidence of registration of company on the Central Supplier Database must be provided (CSD “MAAA” number).
7. Bidders must complete the following forms, which are included in the returnable document:
 - Declaration of Interest (**MBD4**).
 - Declaration of Interest (**MBD5**)
 - Declaration of Bidder’s Past Supply Chain Management Practices (**MBD8**).
 - Certificate of Independent Bid Determination (**MBD9**).
 - Bidders who wish to claim preferential points for Specific Goals in terms of the Preferential Procurement Policy of Council and the Preferential Procurement Regulations, 2022, must submit a completed form **MBD 6.1** (included in the returnable document) as well as a completed form MBD 6.1 (included in the returnable document)
 - as well as Bidders CSD report with proof of locality. The allocation of points shall be
 - as per Preferential Procurement PolicyIn the case of an **Affidavit**, commissioned by a Commissioner of Oaths
 - In the case of a **B-BBEE Certificate**, only a “true copy” stamp and signature.
8. A Municipal Billing Clearance Certificate which covers, if applicable, both the company and its directors, must accompany all bids (a declaration form is included in the returnable document).

9. It should be noted that the 80/20 preferential points system will be applied, 80 being for price and 20 for Specific Goals as defined in the Preferential Procurement Policy.
10. The award will be made in terms of the Municipality's Preferential Procurement and Supply Chain Management Policies.
11. In the case of a Joint Venture bidder, a memorandum of agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents. Joint ventures are eligible to submit tenders provided that:
- Every member of the joint venture is registered with the CIDB;
 - the lead partner has a contractor grading designation in the CE class of construction work, and
 - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulations 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
 - Both parties to indicate each contribution to the project. Company 1 % Company% and the leading company to be indicated on the agreement.
12. Documents are to be completed in full and in accordance with the conditions and bid rules contained in the bid documents.

13. A soft copy of the completed with returnable must accompany the hard copy document by means of a USB on submission of tender.

To ensure that tenders are not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

The bid document may be **downloaded free of charge** from <https://ndlambe.gov.za/web/tenders/>.. Bids may only be submitted on the bid documentation issued by Ndlambe Municipality.

Late submitted, unmarked, faxed, falsified, incomplete or e-mailed proposals will not be considered and will be disqualified. Completed Tender documents, supporting documents and externally endorsed documents must be placed in a sealed envelope marked "**UPGRADING Of Ndlambe Municipality Internal**" and delivered to: Municipal Offices, Supply Chain Management office, 44 Campbell Street, Port Alfred not later than 12h00 on **13th June 2025** Tenders will be opened at the Supply Chain Management Unit at 12h05 on the same day.

N.B. ENVELOPES NOT MARKED AS INDICATED ABOVE WILL NOT BE OPENED AND SUCH BIDS WILL, AS A RESULT, BE DISQUALIFIED

For further information contact Mrs. Vuyokazi Tshangana at 046-604 5595 - vtshangana@ndlambe.gov.za

NOTICE NUMBER: 132/2025
29 May 2025

ADV R DUMEZWENI
MUNICIPAL MANAGER

NOTICE BOARDS, WEBSITE AND TALK OF THE TOWN

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
A.1.1	The employer is NDLAMBE MUNICIPALITY
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 – Performance Guarantee</p> <p>C1.4 – Adjudicator's Contract</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4 : Site Information/Drawings</p> <p>C4 – Drawings</p> <p>PA – Health and Safety Specification</p> <p>PC – Labour Intensive Methods</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention:</p> <p><u>SCM Manager</u> Name: Ms S Mbenga-Smaile Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 604 5671 E-mail: ssmaile@ndlambe.gov.za</p> <p><u>PMU Manager</u> Name: Vuyokazi Tshangana Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 604 5595 E-mail: vtshangana@ndlambe.gov.za</p>
A.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB, the lead partner has a contractor grading designation in the CE (Civil Engineering) class of construction work; not lower than one level below the required grading designation in the class of works of construction under consideration and possess the required recognition status. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a requisite CIDB graded class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
A.2.1	<p>Not Applicable for this Bid</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2CE, 3CE, 4CE and 5CE class of construction work; and contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria..... **

A.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	<p>No alternative tender offers will be considered.</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
A.2.13. 3	<p>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</p> <p>A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified.</p> <p>Ndlambe Municipality will not be responsible if your bid is not submitted on time. All bid documents are to be completed in permanent black ink.</p> <p>No alterations of the Bid Document will be allowed.</p> <p>No correction fluid will be allowed. Corrections should be initialled.</p>

A.2.13.5	Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.
A.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) Location of tender box:</p> <p>Bid Reference Number: _____</p> <p>Project Name: IMPROVEMENT OF NLADMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)</p> <p>Delivered at Physical Address: Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred</p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender.</p> <p>It is the Bidders responsibility to ensure that all the documents are received on time. The bid box is open on weekdays between 08h00 and 16h30</p>
A.2.13.6 A.3.5	<p>Not Applicable for this Bid</p> <p>A two-envelope procedure is required.</p>
A.2.13.9	Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.
A.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
A.2.16	The tender offer validity period is 90 days.
A.2.18	<p>Not applicable to this bid</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Tenders to submit the associated names being part of the returnable documents. Failure to submit can result in the tender being eliminated.</p>
A.2.19	<p>Access shall be provided for the following inspections, tests, and analysis:</p> <p>The site is available for viewing the location of the works.</p>
A.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document.
A.2.22	<p>Not Applicable for this Bid</p> <p>Return all retained tender documents within 28 days after the expiry of the validity period.</p>

A.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) Tax Compliance</p> <p>Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified.</p>
A.3.1.1	<p>The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.</p>
A.3.4	<p>Opening of the Bids</p> <p>The opening will be a PUBLIC OPENING, at SCM at 12h00.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluations have been complete. Any subsequent discussions shall be at the discretion of Ndlambe Municipality.</p>
A.3.11.1	<p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p>Not Applicable for this Bid</p> <p>The procedure for the evaluation of responsive tenders is Method 1.</p>

A.3.11.3 Evaluation Criteria

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the Ndlambe Municipality Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Stage 1	Mandatory Requirements: Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 2	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% (49/70 points) for functionality (services) to be evaluated for Stage 3 (Preferential procurement points).
Stage 3	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

Functionality Criteria	Maximum number of points
Completed Similar Projects	40
Experience and Qualifications of the Key Personnel	40
Locality	20
Maximum possible score for functionality (MS)	100
Bidders must obtain a minimum score of 70% to pass to the price and preference stage of evaluation. Bidders failing to meet the minimum score will not be evaluated further.	

A.3.11.3	<p>The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)</p> <p>Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below.</p> <p>The minimum percentage to be achieved for functionality is 70% (or 49/70 points).</p>
A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is Tax Compliant <ul style="list-style-type: none"> ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement. d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract. h) the tenderer has the legal capacity to enter the contract. i) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; j) the tenderer complies with the legal requirements, if any, stated in the tender data;
A.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p>

Part T2: Returnable documents

T2.1 - List of returnable
documents

T2.2 - Returnable schedules

2.1 STAGE 1 - MANDATORY LIST OF TENDER RETURNABLES

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description	Disqualification if not submitted with Bid Document or Bidder is found to be Non- Compliant at the Time of Bid Close	Mandatory Requirement for Award
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>Ndlambe Municipality will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p>	Yes	Yes

2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number. 	No	Yes
3.	<p>CIDB Requirements:</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a suitably graded CE (Civil Engineering) class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB. the lead partner has a contractor grading designation in the CE (Civil Engineering) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>Ndlambe Municipality will verify whether the Bidders have an active and valid CIDB registration as required above</p>	Yes	<p>Yes</p> <p>As per package requirements</p>

4.	Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
5.	Annexure G - (MBD 4): Bidders disclosure. (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
6.	Annexure H – (MBD 6.1.): Preferential Points Claim (Signed and Completed). Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.	No	Yes
7.	Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder). Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.	No	Yes
8.	Annexure I: Statement of consent to data processing (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	No	No
9.	Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if: a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document. Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board	Yes	Yes

	Resolution authorising the signatory will be accepted).		
10.	ANNEXURE J (which includes local content annexure C): Declaration of Local Content (MBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
11.	Annexure L – C.1.1 Form of Offer and Acceptance Offer (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
12.	Priced Bills of Quantities completed in black ink.	Yes	Yes

The following will be applicable to Joint Ventures/Consortium		
Consortium/Joint Venture Agreement to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder). Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.	No	Yes
Annexure I – (MBD 6.1.): Preferential Points Claim (Signed and Completed). CSD report will be used to confirm other specific goals listed in Table 1 of the MBD 6.1 document. Failure to submit the preference points claim and relevant proof may result in awarding of 0 (zero) points preference points under Eastern Cape locality.	No	No

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Bidders shall take note of the following conditions:

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed.
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. A Proposed Project Execution Plan & Program to proceed with works with occupied buildings within 14 days upon appointment.
6. Submission of a Construction Works Insurance for all works upon appointment.
7. No correction fluid to be used and all errors to be initialled.
8. Tenderers to complete and sign annexures C, D and E even if they claim 100% of local content.

Queries relating to the issue of these documents may be addressed in writing to:

SCM Manager

Name: Ms S Mbenga-Smaile

Address: PO Box 13, Port Alfred 6170

Tel: 046 604 5671

E-mail: ssmaile@ndlambe.gov.za

PMU Manager

Name: Vuyokazi Tshangana

Address: PO Box 13, Port Alfred 6170

Tel: 046 604 5595

E-mail: vtshangana@ndlambe.gov.za

STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **70%** for functionality(services) to be evaluated for stage 3 (Preferential procurement points).

Bidder to note the following for Functionality Evaluation:

- 3.1.1. Adequate proof supporting the points claimed must be provided. (e.g. documents, agréments, qualifications, prévois expérience, certifications, etc.)
- 3.1.2. Failure to submit relevant information with supporting document and adequate proof may result in Ndlambe Municipality not being able to allocate points for the Evaluation Criteria outlined below.

Table 1: Functionality Evaluation Criteria – Stage 2

<u>EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)</u>	Allocated Points
Appointment letters and Completion Certificates to accompany reference letters for similar roads or earthworks-related projects with storm water installation	
4 or less than 5 acceptable reference letters	40
3 or less than 4 acceptable reference letters	30
2 or less than 3 acceptable reference letters	20
Less than 2 acceptable reference letters	10
No acceptable reference letters	0
<u>Document to be submitted for points allocation</u>	

<p>The Bidder must demonstrate that they have the relevant experience in road works by submitting completed T.2.2.2 (a) reference forms or reference letters of completed Road Works (Read with Schedule T.2.2.2(a) requirements)</p> <p>Reference letter should indicate the following:</p> <ul style="list-style-type: none"> • Signature of the client • Client Stamp • Company name, contact person, contact details (telephone number and email address) • Value of the project • Description Works carried out • Works have been completed on time /within the stipulated contract period • Good or better quality of workmanship • Assessment of the quality of work performed 	
<p><u>EXPERTISE (CV's & Certified Copies of Qualifications of Key Personnel to be included in Returnable)</u></p> <p>Bidder must submit certificate of qualification (Built Environment) and CV's indicating experience gained</p> <p>Construction Manager</p> <ul style="list-style-type: none"> - BSc / BEng / BTech with 10 years or more post graduate experience in road / earthworks and stormwater related civil contracts. 20 - BSc / BEng / BTech with 5 years but less than 10 years' post graduate experience in road / earthworks and stormwater related civil contracts. 16 - BSc / BEng / BTech with 3 years but less than 5 years post graduate experience in road / earthworks and stormwater related civil contracts. 10 - BSc / BEng / BTech with less than 3 years' post graduate experience in road / earthworks and stormwater related civil contracts. 0 <p>Construction Supervisor (Site Agent)</p> <ul style="list-style-type: none"> - NDip / TVET N6 with 10 years or more post graduate experience in road / earthworks and stormwater related civil projects. 20 - NDip / TVET N6 with 5 years but less than 10 years' post graduate experience in road/earthworks and stormwater related civil projects. 16 - NDip / TVET N6 with 3 years but less than 5 years post graduate experience in road/earthworks and stormwater related civil projects. 10 - NDip / TVET N6 with less than 3 years' post graduate experience in roads/earthworks and stormwater related civil projects. 0 <p>Health and Safety Officer</p> <ul style="list-style-type: none"> - 10 years or more post registration experience as a Health and Safety Officer in construction. 20 - 5 years but less than 10 years post registration experience as a Health and Safety Officer in construction. 16 - 3 years but less than 5 years post registration experience as a Health and Safety Officer in construction. 10 - Less than 3 years post registration experience as a Health and Safety Officer in construction. 0 <p>(To qualify for the points above, bidder must submit a valid certificate of registration with the SACPCMP as a registered Construction Health and Safety Officer and CV indicating experience gained)</p>	

<u>LOCALITY</u>	20
Within Ndlambe area of jurisdiction	20
Within the Sarah Baartman District Municipality	15
Within the Eastern Cape	10
Outside the Eastern Cape	5
TOTAL MAXIMUM ACHIEVABLE POINTS	100
MINIMUM POINTS REQUIRED	70

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (Stage 3).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (Stage 3).
- d) All bids that fail to achieve the minimum score will be disqualified.

Stage 3 – Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
<ul style="list-style-type: none"> Locality 	10
<ul style="list-style-type: none"> An EME or QSE which is at least 51% owned by black people who are women; 	5
<ul style="list-style-type: none"> An EME or QSE which is at least 51% owned by black people who are women; 	5
TOTAL POINTS	100

- 3.1 Points awarded for price will be based on the 80/20 Preference point systems
- 3.2 The points scored by the tenderer/bidder for Price will be added to the points scored for Ndlambe Municipality specific goal to obtain the bidder's total points scored out of 100 points.
- 3.3 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for Ndlambe Municipality specific goal.
- 3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- 3.5 Should two or more bidders/tenderers be equal in all respects; the award shall be decided by the drawing of lots.
- 3.6 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.7 Points scored will be rounded off to the nearest 2 decimal places.
- 3.8 **Price**
- 3.8.1 The lowest acceptable bid will score 80 points for price.
- 3.8.2 The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
- 3.8.3 Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p> P_s = Points scored for comparative price of bid / offer under consideration P_t = Comparative price of bid / offer under consideration P_{\min} = Comparative price of lowest acceptable bid / offer </p>

Annex A

Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

A.1 General

A.1.1 Actions

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

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

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

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

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

A.1.2 Tender Documents

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

A.1.3 Interpretation

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

A.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) in compatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.

c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

A.1.4 Communication and employer's agent

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

A.1.5 Cancellation and Re-Invitation of Tenders

A.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

A.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

A.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

A.1.6 Procurement procedures

A.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to A.3.13, be concluded with the tenderer who in terms of A.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

A.1.6.2 Competitive negotiation procedure

A.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

A.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of A.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

A.2 Tenderer's obligations

A.2.1 Eligibility

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

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

A.2.2 Cost of tendering

A.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

A.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

A.2.3 Check documents

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

A.2.4 Confidentiality and copyright of documents

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

A.2.5 Reference documents

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

A.2.6 Acknowledge addenda

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

A.2.7 Clarification meeting

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

A.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

A.2.9 Insurance

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

A.2.10 Pricing the tender offer

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

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

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

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

A.2.11 Alterations to documents

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

A.2.12 Alternative tender offers

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

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

A.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

A.2.13 Submitting a tender offer

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

A.2.13.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

A.2.13.2 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

A.2.13.3 Sign (Signature by authorized personnel) the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

A.2.13.4 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.5 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

A.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

A.2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

A.2.15 Closing time

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

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

A.2.16 Tender offer validity

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

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

A.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

A.2.17 Clarification of tender offer after submission

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

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

A.2.18 Provide other material

A.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

A.2.19 Inspections, tests and analysis

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

A.2.20 Submit securities, bonds and policies

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

A.2.21 Check final draft

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

A.2.22 Return of other tender documents

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

A.2.23 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

A.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

A.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

A.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

A.3.3 Return late tender offers

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

A.3.4 Opening of tender submissions N/A

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

A.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points Ndlambe Municipality specific goal and time for completion for the main tender offer only.

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

A.3.5 Two-envelope system

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

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

A.3.6 Non-disclosure

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

A.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and

instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

A.3.8 Test for responsiveness

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

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

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

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

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

A.3.9 Arithmetical errors, omissions and discrepancies

A.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

A.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with A.3.11 for:

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

A.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

A.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

A.3.10 Clarification of a tender offer

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

A.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received.
- b) Determine whether or not tender offers are complete.
- c) Determine whether or not tender offers are responsive.
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification.
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report.
- h) Confirm the recommendation contained in the tender evaluation report.

A.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

A.3.12 Insurance provided by the employer

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

A.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
- c) has the legal capacity to enter into the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

A.3.14 Prepare contract documents

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

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

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

A.3.15 Complete adjudicator's contract

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

A.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

A.3.17 Provide copies of the contracts

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

A.3.18 Provide written reasons for actions taken

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

ANNEXURE B

ADDITIONAL CONDITIONS OF TENDER OF NDLAMBE MUNICIPALITY

Where the CIDB standard condition of tender does not address the following, clauses on the Ndlambe Municipality standard conditions of tender, the Ndlambe Municipality Standard condition of tender will be additional.

1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

1.2 Alternative Bid

Alternative Bids will not be accepted.

1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the Ndlambe Municipality shall in no way be liable to reimburse such costs incurred.

1.4 Ownership of Proposals and presentations

The Ndlambe Municipality shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the Ndlambe Municipality shall not be obliged to return any proposal.

1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.6 Confidentiality

The entire process of calling for Bids was initiated by the Ndlambe Municipality in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by Ndlambe Municipality, make copies or extracts of any of the information obtained during this assignment, while they may have access Ndlambe Municipality's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of Ndlambe Municipality and shall surrender all these items to Ndlambe Municipality on termination of the assignment or on demand of Ndlambe Municipality.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of Ndlambe Municipality.

Any document shall remain the property of Ndlambe Municipality and shall be returned (all copies) to Ndlambe Municipality on completion of the contract if so required by Ndlambe Municipality.

1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to Ndlambe Municipality all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of Ndlambe Municipality (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to Ndlambe Municipality.

The Service Provider shall provide Ndlambe Municipality the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify Ndlambe Municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by Ndlambe Municipality.

1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the various Ndlambe Municipality's Procurement Committee's or the Ndlambe Municipality during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the Ndlambe Municipality or any employee of the Ndlambe Municipality, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.9 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by Ndlambe Municipality, has / have engaged in the restrictive practice referred to above, Ndlambe Municipality may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, Ndlambe Municipality may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.10 Cancellation of Bid Process

The Ndlambe Municipality shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The Ndlambe Municipality shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the Ndlambe Municipality to appoint any of the qualifying Bidders.

1.11 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The Ndlambe Municipality reserves the right to appoint a bidder without conducting interviews.

1.12 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the Ndlambe Municipality and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the Ndlambe Municipality and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC")**

Until such time that an appropriate agreement has been concluded in writing between the Ndlambe Municipality and the successful Bidder, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The Ndlambe Municipality, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the Ndlambe Municipality, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the Ndlambe Municipality, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The Ndlambe Municipality will not entertain any request of feedback before the final awarding of the contract.

1.13 Supplier Due Diligence

Ndlambe Municipality reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.14 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the Ndlambe Municipality and its business operations and the nature and scope of the services required.

T2.2. - Returnable schedules

T2.2.1 – Declarations

T2.3 – Functionality Evaluation Schedules

ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive.

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

Legal Name of Bidder: (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person (of the JV if the Bidder is a JV)	
Title/Position in the Firm	
Mobile Number (of the JV if the Bidder is a JV)	
Bidder Telephone Number (of the JV if the Bidder is a JV)	
Facsimile Number	
Email Address of Contact Person (of the JV if the Bidder is a JV)	
Email Address of Bidder (of the JV if the Bidder is a JV)	
VAT Registration Number (Same as CSD)	

Central Supplier Database Number		MAAA	
CIDB Registration Number (CRS Number)			
Are 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 the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the Entity a resident of the Republic of South Africa (RSA)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> 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 (SARS) and if not register			
<u>VERY IMPORTANT</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should <ol style="list-style-type: none"> submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA") submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee NDLAMBE MUNICIPALITY reserves the right to verify such information from their AO/AA			

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I(NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....
(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure D: Location

1	Where is the Bidder's mainoffice?	
	Other offices:	



ANNEXURE G - MBD4

**APPLICATION FOR LISTING AS A NDLAMBE LOCAL MUNICIPALITY
SUPPLIER FOR THE PERIOD 01 MAY 2025 – 30 JUNE 2026**

THE APPLICATION MUST BE COMPLETED BY THE PROSPECTIVE SERVICE PROVIDER

NAME OF SUPPLIER:	
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER:	MAAA _____ (Proof of CSD Registration to be attached)
CONTACT NAME:	
EMAIL ADDRESS:	
CONTACT NUMBER:	

THE COMPLETED ORIGINAL DECLARATION OF INTEREST FORM MUST BE MAILED OR DELIVERED TO THE FOLLOWING ADDRESS, FOR THE ATTENTION OF THE SCM UNIT:

POSTAL ADDRESS

PO BOX 13
PORT ALFRED
6170

PHYSICAL ADDRESS

44 CAMPBELL STREET
PORT ALFRED
6170

ENQUIRIES:

TELEPHONE: (046) 604 5500

FOR OFFICIAL USE

CREDITOR NUMBER: _____

CSD NO. CONFIRMED: _____ DATE: _____



NDLAMBE LOCAL MUNICIPALITY
Port Alfred

-
1. No bid will be accepted from persons in the service of the state¹.
1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

NOTE:

1. SHOULD ADDITIONAL SPACE BE REQUIRED FOR ANY OF THE ABOVE REQUIRED INFORMATION, PLEASE COMPLETE (WITH REFERENCE) ON A SEPARATE PAGE/S.
2. THIS DECLARATION FORM AND CONTENTS WITHIN WILL BE VALID FROM DATE OF RECEIPT BY THE SCM UNIT TILL **30 JUNE 2025**.

IN THE EVENT THAT ANY INFORMATION CONTAINED IN THIS DECLARATION CHANGES DURING THE PERIOD FROM SUBMISSION TILL **30 JUNE 2025**, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO SUBMIT AN UPDATED DECLARATION TO THE NDLAMBE LOCAL MUNICIPALITY. FAILURE TO DO SO, WILL RESULT IN THE INVALIDATION OF THE CONTENTS OF THIS DECLARATION AND THE MUNICIPALITY MAY INVOKE REMEDIES AS PER THE APPROVED SCM POLICY OF THE MUNICIPALIT

Causeway Road
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Port Alfred
6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

DECLARATION FOR PROCUREMENTS ABOVE R5 MILLION (VAT INCLUDED)

For all procurements expected to exceed R5 million (VAT included), bidders must complete the following questionnaire:

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

***YES/NO**

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

.....

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

***YES/NO**

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

2.2 If yes, provide particulars.

.....
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/NO**

3.1 If yes, furnish particulars

.....
.....

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?

***YES/NO**

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY, 2023 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 4 NOVEMBER 2022 (Gazette 47452)

This specific goals preferential points claim form is submitted with bids invited where the estimated procurement amount exceeds R30 000. It contains general information and serves as a claim form for points for **specific goals** as follows:

- Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and
- Bidder Locality

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 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. Points shall be awarded for:
- 1.2.1. Price;
- 1.2.2. B-BBEE Status Level of Contributor (Specific Goal 1); and
- 1.2.3. Locality of bidder (Specific Goal 2)
- 1.3. The formulae and methodologies to be applied in calculating price and specific goal points shall be those as set out in the 2022 PPPFA Regulations (the Preferential Procurement Regulations made by the Minister on 4 November 2022) 4 to 7, which formulae and methodologies are subject to amendment by the Minister from time to time.
- 1.4. The maximum points for this bid are allocated as follows:

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million
1	Price	80	90
2	Locality of bidder	10	5
3	An EME or QSE which is at least 51% owned by black people who are youth;	5	2.5
4	An EME or QSE which is at least 51% owned by black people who are women;	5	2.5
	Total points	100	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. Failure on the part of a bidder to submit proof of locality with the bid, will be interpreted to mean that preference points for Bidder Locality are not claimed.
- 1.7. Ndlambe Local Municipality 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 specific goals, in any manner required by the municipality.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (j) "specific goals" means specific goals as contemplated in Para 4 of Ndlambe Municipality's Preferential Procurement Policy.

3. BID DECLARATION – SPECIFIC GOALS

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

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million	Points Claimed by Bidder
1	Locality of bidder	10	5	
2	An EME or QSE which is at least 51% owned by black people who are youth;	5	2.5	
3	An EME or QSE which is at least 51% owned by black people who are women;	5	2.5	
	Total points	20	10	

N.B. a recent Municipal Billing Certificate (not dated earlier than three months before the bid closing date) to be attached.

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm: _____

4.2 VAT registration number (if a VAT Vendor) _____

4.3 CSD (Central Supplier Database) number: MAAA _____

4.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

4.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

4.6 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor and Locality in paragraphs 1.4 and 3 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 paragraphs 1.4 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.....
2.....

SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Causeway Road
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<http://www.ndlambe.gov.za>

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NDLAMBE LOCAL MUNICIPALITY – MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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<http://www.ndlambe.gov.za>

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

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 becomes 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 document 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 document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	

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

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

Signed for the Ndlambe Municipality

Name of Representative	Capacity	Signature

Signed by Bidder:

Name of Representative	Capacity	Signature

ANNEXURE I: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____ (full names of the **client/applicant**),
Identity number _____ (**“the applicant”**)
do hereby grant my consent to the Ndlambe Municipality and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the Ndlambe Municipality.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the Ndlambe Municipality official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the Ndlambe Municipality official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document**.
6. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the Ndlambe Municipality for processing.
7. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the Ndlambe Municipality or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any Ndlambe Municipality relevant committee or forum.
9. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit)**.
10. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
-------------------------------------------------	--	-------------	--

ANNEXURE J: MBD 6.2 – Declaration Certificate for Local Production and Content for Designated Sector
Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive

This Standard Bidding Document (SBD) 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 Ndlambe Municipality Supply Chain Management Policy, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Ndlambe Municipality Supply Chain Management policy makes provision for the promotion of local production and content.
- 1.2 Ndlambe Municipality Supply Management Policy prescribes that in the case of designated sectors, tenders must be advertised with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a three-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage functionality with a minimum threshold of 70% and third stage of price and specific goals.
- 1.4 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.
- 1.5 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: 2011 as follows:

$$LC = 1 - [x / y] \times 100$$

Where:

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by 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 indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1268:2011 is accessible on <http://www.thedti/industrialdevelopment/ip.jsp> at no cost.

- 1.6 A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

1. Definitions

- 1.1 **“bid”** includes advertised competitive bids, written price quotations or proposals
- 1.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 1.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.4 **“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,
- 1.5 where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 1.6 **“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).
- 1.7 **“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
- 1.8 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;
- 1.9 **“Local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 1.10 **“Stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 1.11 **“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 in the execution part of a project in terms of the contract.

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011 for this bid is/are as follows

Table 1 (Refer to Annexure C for more details)

Designated Sector / Sub-sector / Industries	Minimum threshold for local content
Steel Products	100%
Cement (All classes)	100%

3. Does any portion of the services, works or goods offered have any imported content?
(Tick Applicable Box)

YES	NO
-----	----

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by 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 are 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.

4. Where, after the award of a Bid, challenges are experienced in the meeting the stipulated Minimum threshold for local content, the DTI must be informed accordingly in order for the DTI to verify and consultation with the AO/AA provide directive in this regard.

**LOCAL CONTENT DECLARATION 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)**

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Institution):

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.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp

Bidders should first complete Declaration D After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph C below.

Declaration D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

The facts contained herein are within my own personal knowledge.

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 1286:2011 and

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 and information contained in Declaration D and E which has been consolidated in Declaration C above:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

NAME: _____

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**
 - Local Content Declaration – Summary Schedule
- **Declaration D SATS 1286.2011**
 - Imported Content Declaration – Supporting Schedule to declaration C
- **Declaration E SATS 1286.2011**
 - Local Content Declaration _- Supporting Schedule to declaration C
- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

T2.3 - Functionality Evaluation Schedules

SIMILAR PROJECTS COMPLETED SUCCESSFULLY WITH REFERENCE LETTERS

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being nonresponsive.

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Bidders are required to provide a schedule of similar work in complexity that was successfully completed with contactable references as per the attached forms below.

OR

Submit a reference letter that indicates the following:

Signature of the Client

On Clients Letter Head or Client Stamp

Company Name, contact person, contact details (telephone number and email etc)

Value of the Project

Scope of works carried out

Works have been completed on time/within stipulated

contract period

Reference No 1

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 2

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ Place company stamp below:

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 3

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ Place company stamp below:

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 4

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ Place company stamp below:

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 5

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Work Organization Program and Scheduling

Bidder to provide a Detailed Gantt Chart (Works Breakdown Structure Program) Showing:

- **Summary tasks**
- **Indicating a Critical Path**
- **Timelines within the project period**

Work organization program and scheduling to be attached here.

Key Personnel Qualifications

(Construction Manager)

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Attach documents & Certified Copies of Qualifications here

**Key Personnel Qualifications
(Construction Supervisor)**

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuvel Street)
Bid No:	27/2425

Attach documents & Certified Copies of Qualifications here

Key Personnel Qualifications

(Construction Health and Safety Officer)

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuvel Street)
Bid No:	27/2425

Attach documents & Certified Copies of Qualifications here

Key Personnel Qualifications

(Artisan)

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Attach documents & Certified Copies of Qualifications here

Key Personnel Qualifications

(Skilled Staff)

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Attach documents & Certified Copies of Qualifications here

Key Personnel Experience (Semi-Skilled Support Staff)

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Attach documents & Certified Copies of Qualifications here

Company Experience

Practical Completion Certificates (completed projects)

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Supply and Installation of related projects with similar scope of works and complexity will be considered forevaluation purposes.

Projects with no-related scope of works will score no points for functionality.

Attach documents here

Contactable References

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Attach document here

Note:

Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.

Project title:	IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)
Bid No:	27/2425

Tenderer herewith confirms by signing below that he has read and understands the full scope of works and associated detailed specifications of this contract.

The client will not entertain any additional amount claimed due to a lack of understanding the full spectrum of the works.

Company Name:

.....

Tenderer Name

.....Signature.....Date.....

Company Authorised/

Accountable Person Name

.....Signature.....Date.....

Company Stamp:

CERTIFICATE FOR MUNICIPAL SERVICES

Causeway Road
P O Box 13
Port Alfred
6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

Information required in terms of Ndlambe Municipality's Supply Chain Management Policy, Para 14(5)(b):

Tender Reference or Description: Tender no. 27/2425 IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)

Name of Bidder: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor/Director(s)/Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender documents.

Name of Director/Member/ Partner	Identity Number	Physical residential address of Director/Member/ Partner	Municipal Account number(s)

I, _____, the undersigned,

(full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or municipal entity in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder/Contractor

at _____ on the _____ day of _____

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO
THE NDLAMBE MUNICIPALITY**

Causeway
Road P O Box
13
Port Alfred



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

To: THE MUNICIPALITY MANAGER, NDLAMBE MUNICIPALITY

From: _____
(Name of tenderer)

**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE
NDLAMBE MUNICIPALITY**

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipality Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the NDLAMBE MUNICIPALITY, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the NDLAMBE MUNICIPALITY to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below to give effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (if the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account Number

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member/Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
On behalf of the tenderer (duly authorised)

Date

NDLAMBE MUNICIPALITY



TENDER 27/2425

IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)

ADDITIONAL DOCUMENTATION

Attach further required documentation after this page
(refer also to Tender Invitation Notice and elsewhere in the Bid Documentation):

1. CSD REPORT
2. CIDB GRADING REPORT
3. TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED
4. ATTACH VALID B-BBEE CERTIFICATE/ OR LETTER FROM REGISTERED AUDITORS
5. MUNICIPAL ACCOUNT NOT OLDER THAN THREE MONTHS
6. PROOF OF JOINT VENTURE AGREEMENT (IF APPLICABLE)

BIDDER MUST ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT

BIDDER MUST ATTACH CONFIRMATION OF THEIR CIDB GRADING

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED

ATTACH VALID B-BBEE CERTIFICATE/ OR LETTER FROM REGISTERED AUDITORS

THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT A MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS

ATTACH PROOF OF JOINT VENTURE AGREEMENT

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 - Form of Offer and
Acceptance

C1.2 - Contract Data

C1.3 - Form of Guarantee

C1.1 - Form of offer and acceptance

Annexure L: (PACKAGE A) 1. Port Alfred– Mbundwini Street Phase 2

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive

OFFER

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

PROJECT: IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini , Mswela Street, Gladiola Street, Reteif Street, Phandle Street, Hof & Heuwel Street)

Bid No: 27/2425

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

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

R..... (in figures)

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

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:

whose registration number is:

.....
..... And:

whose income tax reference number
is:.....

Trading under the name and style of:		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.	
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no:

.....

Cellular phone no:

.....

Fax no:

.....

Postal address

.....

Banker:

.....

Branch:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

DRAFT

Annexure L: (PACKAGE B) 2. Port Alfred – Park Street

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive

OFFER

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

PROJECT: IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini, Mswela Street, Gladiola Street, Reteif Street, Phandle Street, Hof & Heuwel Street)

Bid No: 27/2425

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

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

R..... (in figures)

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

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:

whose registration number is:

.....
..... And:

whose income tax reference number

is:

Trading under the name and style of:		
<p>.....</p> <p>.....</p>		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: <p>.....</p> <p>.....</p> In his/her capacity as: <p>.....</p> <p>.....</p>		Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no:

.....

Cellular phone no:

.....

Fax no:

.....

Postal address

.....

Banker:

.....

Branch:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

DRAFT

Annexure L: (PACKAGE C) 3. Port Alfred – Mswela Street

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive

OFFER

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

PROJECT: IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini, Mswela Street, Gladiola Street, Reteif Street, Phandle Street, Hof & Heuwel Street)

Bid No: 27/2425

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

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

R..... (in figures)

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

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:

whose registration number is:

.....
..... And:

whose income tax reference number

is:.....

Trading under the name and style of:		
<p>.....</p> <p>.....</p>		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: <p>.....</p> <p>.....</p> In his/her capacity as: <p>.....</p> <p>.....</p>		Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no:

.....

Cellular phone no:

.....

Fax no:

.....

Postal address

.....

Banker:

.....

Branch:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

DRAFT

Annexure L: (PACKAGE D) 4. Port Alfred – Alexandria Phandle Street

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive

OFFER

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

PROJECT: IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini, Mswela Street, Gladiola Street, Reteif Street, Phandle Street, Hof & Heuwel Street)

Bid No: 27/2425

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

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

R..... (in figures)

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

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:

whose registration number is:

.....
..... And:

whose income tax reference number
is:

Trading under the name and style of:		
<p>.....</p> <p>.....</p>		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: <p>.....</p> <p>.....</p> In his/her capacity as: <p>.....</p> <p>.....</p>		Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no:

.....

Cellular phone no:

.....

Fax no:

.....

Postal address

.....

Banker:

.....

Branch:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

DRAFT

Annexure L: (PACKAGE E) - Alexandria Streets

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive

OFFER

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

PROJECT: IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini, Mswela Street, Gladiola Street, Reteif Street, Phandle Street, Hof & Heuwel Street)

Bid No: 27/2425

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

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

R..... (in figures)

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

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:

whose registration number is:

.....
..... And:

whose income tax reference number
is:.....

Trading under the name and style of:		
AND WHO IS: Represented herein, and who is duly authorized to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.	
SIGNED FOR THE TENDERER:		
Name of Representative	Signature	Date
SIGNED BY WITNESS:		
Name of Representative	Signature	Date

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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Other contact details of the tenderer are:

Telephone no:

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By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
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- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

C1.2 - Contract data

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

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 incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. +27 11 805-5947 or www.saice.org.za.

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA	
Clause	Data
1.1.1.13	The Defects Liability Period is: Twelve (12) calendar months measured from the date of the Certificate of Completion separately applicable to each phase.
1.1.1.14	The time for achieving Practical Completion for this project is: (8) calendar months from the Commencement Date.
1.1.1.15	The name of the Employer is: Ndlambe Municipality
1.1.1.16	The name of the Employer's Agent is: Kufanikiwa Consulting (Pty) Ltd The Employer's Agent means any Director, Associate or Professional Engineer appointed generally or specifically by Kufanikiwa Consulting (Pty) Ltd to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract. Wherever the name " Engineer " appears in the document, it shall be read to mean the " Employer's Agent ".
1.1.1.26	The Pricing Strategy is: Re-measurement Contract
1.1.1.35	The following additional definition applies:- "Drawings" : Means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36	<p>The following additional definition applies:-</p> <p>Letter of Notification": Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.</p>
1.2.1.2	<p>Delivery of Notices</p> <p>The following two additional sub-clauses, covering alternative methods of communication, apply: -</p>
1.2.1.2.1	<p>Sent by facsimile or any like communication irrespective of it being during office hours or otherwise.</p>
1.2.1.2.2	<p>Posted to the addressee for certified delivery by the postal Authorities</p>
1.2.1.2	<p>The address of the Employer for receipt of communications is:</p> <p>Attention: _____</p> <p><u>Physical address:</u> Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred 6170</p> <p>Tel : _____</p>
2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>

2.4.3	<p>The following additional clause applies:-</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows :</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardised/Particular Specifications 6. Contract Drawings 7. Schedule of Quantities 										
2.5.2	<p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractor's possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>										
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Clause 3.3.1</td><td>Nomination of Employer's Agent's Representative</td></tr> <tr> <td>Clause 3.3.4</td><td>Employer's Agent's authority to delegate</td></tr> <tr> <td>Clause 5.8.1</td><td>Non-working times</td></tr> <tr> <td>Clause 5.11.1</td><td>Suspension of the Works</td></tr> <tr> <td>Clause 5.12.4</td><td>Acceleration instead of extension of time</td></tr> </table>	Clause 3.3.1	Nomination of Employer's Agent's Representative	Clause 3.3.4	Employer's Agent's authority to delegate	Clause 5.8.1	Non-working times	Clause 5.11.1	Suspension of the Works	Clause 5.12.4	Acceleration instead of extension of time
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Clause 3.3.4	Employer's Agent's authority to delegate										
Clause 5.8.1	Non-working times										
Clause 5.11.1	Suspension of the Works										
Clause 5.12.4	Acceleration instead of extension of time										
3.2.5	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>										

3.3.6	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>
4.1	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
4.3.3	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
4.4.1	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
5.3.1	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6.1.3) • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
5.4.2	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
5.4.3	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
5.1.1 & 5.8.1	<p>The non-working days are: Saturdays and Sundays.</p>

	<p>The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December 2025 and ending on 02 January 2026 both days included.</p>
5.8.3	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>
5.13.1	<p>The penalty for failing to complete the Works is: 5.75 cents per R100 of the project cost (excl. VAT) per calendar day</p>
5.14.1	<p>The requirements for achieving Practical Completion shall mean: the commissioning and full operation as listed in the scope of works.</p>
5.14.7	<p>Different dates to achieve Practical Completion will not be permitted.</p>
5.16.3	<p>The latent defect period is: Twelve (12) months.</p>
6.5.1.2.3:	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
6.6.1	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
6.7.6	<p>The following additional clause shall apply: The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.</p>
6.8.2	<p>Contract Price Adjustment: Is not applicable</p> <p>The value of certificates issued shall be adjusted in accordance with the Contract Price</p>

	<p>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</p> <p>(3) The person appointed must:</p> <ul style="list-style-type: none"> (a) strive to resolve promptly all disputes, objections, complaints or queries received; and (b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. <p>(4) A dispute, objection, complaint or query may be referred to the provincial treasury if:</p> <ul style="list-style-type: none"> (a) the dispute, objection, complaint or query is not resolved within 60 days; or (b) No response is forthcoming within 60 days. <p>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</p> <p>(6) This section must not be read as affecting a person's rights to approach a court at any time.</p>
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The additional Conditions of Contract are:	
Clause	Data
4.13	<p>Add new sub clause 4.13:</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; <p>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</p> <p>(f) “task” means a fixed quantity of work;</p> <p>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</p> <p>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</p> <p>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</p> <p>2 Terms of work</p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3 Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) For more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>

The additional Conditions of Contract are:

4 Meal breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special conditions for security guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily rest period

Every worker is entitled to a daily rest period of at least eight consecutive hours.
The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly rest period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8 Work on Sundays and public holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual pay day.

The additional Conditions of Contract are:	
	<p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.⁸ <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10 Maternity leave</p> <p>10.1 A worker may take up to four consecutive month's unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p>
	<p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p>11 Family responsibility leave</p> <p>11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild

The additional Conditions of Contract are:	
	or sibling.
	<p>12 Statement of conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment:</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) The training that the worker will receive during the SPWP. <p>12.2 An employer must supply each worker with a copy of these conditions of employment.</p>
	<p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following:</p> <ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) Payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p>
	<p>14 Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) In a sealed envelope which becomes the property of the worker. <p>14.7 An employer must give a worker the following information in writing:</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) The actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p>

The additional Conditions of Contract are:	
	<p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p>
	<p>15 Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) Pay the employer or any other person for having been employed.
	<p>16 Health and safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <ul style="list-style-type: none"> (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
	<p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; <p>17 Compensation for injuries and diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p>

The additional Conditions of Contract are:

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker."

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed.

Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data														
1.1.1.9	The name of the Contractor is:														
1.2.1.2	The address of the Contractor for receiving notices is: <div style="display: flex; justify-content: space-between;"> <div>Physical Address:</div> <div>Postal Address:</div> </div> <div style="display: flex; justify-content: space-between;"> <div>.....</div> <div>.....</div> </div> <div style="display: flex; justify-content: space-between;"> <div>.....</div> <div>.....</div> </div> <div style="display: flex; justify-content: space-between;"> <div>.....</div> <div>.....</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Telephone:</div> <div>.....</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Facsimile:</div> <div>.....</div> </div> <div style="display: flex; justify-content: space-between;"> <div>E-mail:</div> <div>.....</div> </div>														
6.2.1	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Type of Security</th><th style="width: 30%;">Contractor's Choice Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>The security to be provided by the Contractor shall be one of the following:</td><td></td></tr> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT</td><td></td></tr> <tr> <td>Retention of 10% of the value of the works.</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.</td><td></td></tr> <tr> <td>Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		Cash deposit of 10% of the Contract Sum, incl. VAT		Performance guarantee of 10% of the Contract Sum, incl. VAT		Retention of 10% of the value of the works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.		Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.	
Type of Security	Contractor's Choice Indicate "Yes" or "No"														
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Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.															
Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.															
6.5.1.2.3	The percentage allowance to cover overhead charges is %														

C1.3 – Form of Guarantee

PERFORMANCE GUARANTEE

PRO FORMA

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

Contract No: _____

Project Name: IMPROVEMENT OF NDLAMBE MUNICIPALITY INTERNAL STREETS (Park Road, Mbundwini Road, Mswela Road, Gladiola Street, Reteif Street, Phandle Road, Hof & Heuwel Street)

WHEREAS: Ndlambe Municipality
(hereinafter referred to as the Employer")

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means

Physical address:

"Employer" means:

"Contractor" means:

"Guarantor" means:

"Employers 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. PERFORMANCE GUARANTEE

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 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 the 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.
- 1.3 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.

2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 2.1 The Guarantor hereby acknowledges that:

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

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

- 2.2 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 the receipt of the documents identified in 3.2.1 to 3.2.3:

2.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the 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 with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

2.2.2 A first writing 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;

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

- 2.3 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:

- 2.3.1 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
- 2.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 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.
- 2.4 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.
- 2.5 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 and 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 and 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 made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 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.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 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.
- 2.11 The 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.

2.12 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 and 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):

PART.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

THIS AGREEMENT made between:

.....

(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....

In his capacity as

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....

In his capacity as

And being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (Contract No.)

(Title).....

and has accepted a bid by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act No 85 of 1993.

NOW THEREFORE THIS DOCUMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employers Agent requiring him to commence the execution of the Works, to either:
 - a) The date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC").
 - b) The date of termination of the Contract in terms of Clauses 9.2 or clause 9.3 of the GCC.

3. The Mandatory declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1995), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - i) Section 8: General duties of employers to their employees;
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
 - iii) Section 37: Acts or omissions by employees or mandatories, and
 - iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 6.3 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1995 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

Atfor and behalf of the Employer

on this the day of 20.....

SIGNATURE:.....

CAPACITY:.....

WITNESSES:

SIGNATURES: (1)

(2)

NAMES: (1)

(2).....

At for and behalf of the MANDATORY

on this the day of 20.....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1).....

(2).....

NAMES: (1)

(2).....

Part C2: Pricing data

C2.1 - Pricing instructions

C2.1 - Pricing instructions

C2.1.1 **PREAMBLE TO THE SCHEDULE OF PRICES**

- C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.

- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**

- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.

- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.

- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of- loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.

- C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.

- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.

- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.

- C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.

- C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials**

**C2.2 - Bill of
Quantities**

ITEM	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
				R	c	R	c
	<u>MBUNDWINI ROAD</u>						
1200	GENERAL REQUIREMENTS AND PROVISIONS						
12,01	Compliance with Health and Safety requirements	Sum	1				
12,02	Site security (24/7)	Month	5				
12,04	Site establishment and demobilisation	Sum	1				
12,05	Provisional Sum for the remuneration of the Community Liaison Officer (R7000 per month)	Sum	1				
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
13,01	Establishment of plant and facilities	Sum	1				
13,02	Removal of site establishment	Sum	1				
1500	ACCOMMODATION OF TRAFFIC						
15,01	Traffic accommodation and management – signage, cones, flag personnel (as per Accommodation of Traffic Drawing)	Sum	1				
1700	CLEARING AND GRUBBING						
17,01	Clear & grub vegetation	ha	0,1				
17,02	Remove existing asphalt surfacing	m ²	3290				
17,03	Excavate & dispose failed layers	m ³	1152				
2100	DRAINS						
21,01	Excavate trench for stormwater pipe	m ³	16				
21,02	Extra excavation unforeseen	m ³	10				
21,03	Provisional Sum for Clearing & shaping existing open drains, Supply & place 100 mm perforated sub-soil pipe, Stone pitching (plain or grouted) to side drains, Cleaning / flushing existing sub-soil drains (Provisional), Headwalls / end-walls to 450 mm pipe, Gabion or mattress energy dissipator.	Sum	1				
2200	PREFABRICATED CULVERTS						
22,01	450 mm Ø concrete stormwater pipe Class 100D incl bedding	m	15				
23,02	600 mm Ø concrete stormwater pipe Class 100D incl bedding	m	15				
22,03	headwalls for 450/600 mm pipe	No.	2				
2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS						
23,01	Precast mountable kerb on concrete bedding (as per Engineer's kerb detail)	m	940				
23,02	Driveway tie-in kerbs (as per Engineer's drawings)	m	10				

3300	MASS EARTHWORKS				
33,01	Rip, level & compact subgrade 200 mm (Compacted to 90% of modified AASHTO density)	m ²	3290		
33,02	Extra excavation unsuitable material	m ³	50		
33,03	Import fill material (G7)	m ³	50		
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	G7 subbase 1150 mm – supply, place, compact (Compacted to 93% of modified AASHTO density)	m ³	493,5		
34,02	G5 base 150 mm – supply, place, compact (Compacted to 100% of modified AASHTO density)	m ³	503,5		
5600	ROAD SIGNS				
56,01	Stop sign R1 (600 mm) on pole	No.	2		
56,02	Street name sign on pole	No.	2		
56,04	Pedestrian crossing signs & paint (Provisional)	Sum	1		
56,05	Warning sign W103 'Speed hump'	No.	4		
56,04	Speed limit sign R201 (40 km/h)	No.	4		
5700	ROAD MARKINGS				
57,01	Painted stop line 300 mm	m	6		
57,02	Painted 'STOP' word legend	No.	2		
57,05	Painted center line 100 mm and edges	m	1410		
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,01	Topsoil & grassing of verges	m ²	940		
59,02	Final shaping & cleanup	Sum	1		
7300	CONCRETE BLOCK PAVING FOR ROADS				
73,01	25 mm bedding sand (crusher dust), screeded	m ²	3290		
73,02	80 mm interlocking concrete paving blocks – laid to herringbone pattern	m ²	3290		
73,03	Raised paved speed hump (3.5 m length, 7 m width, 80 mm block paving) – complete	No.	2		
8100	TESTING MATERIALS AND WORKMANSHIP				
81.01a	Provisional Sum: materials & workmanship testing	Prov Sum	1		
81.01b	Contractor's handling cost & profit (10 %)	Sum	1		

SUBTOTAL =					
Add: VAT (15% of SUBTOTAL) =					
TOTAL CARRIED FORWARD TO FORM OF OFFER =					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
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				R	c	R	c
	<u>PARK ROAD</u>						
1200	GENERAL REQUIREMENTS AND PROVISIONS						
12,01	Compliance with Health and Safety requirements	Sum	1				
12,02	Site security (24/7)	Month	8				
12,05	Provisional Sum for the remuneration of the Community Liaison Officer (R7000 per month)	Sum	1				
12,04	Site establishment and demobilisation	Sum	1				
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
13,01	Establishment of plant and facilities	Sum	1				
13,02	Removal of site establishment	Sum	1				
1500	ACCOMMODATION OF TRAFFIC						
15,01	Traffic accommodation and management (as per Accommodation of Traffic Drawing)	Sum	1				
1700	CLEARING AND GRUBBING						
17,01	Clear & grub vegetation	ha	0,16				
17,02	Remove existing asphalt surfacing	m ²	5635				
17,03	Excavate & dispose failed layers	m ³	1972				
2100	DRAINS						
21,01	Excavate trench for stormwater pipe	m ³	19				
21,02	Extra excavation unforeseen	m ³	10				
21,03	Provisional Sum for Clearing & shaping existing open drains, Supply & place 100 mm perforated sub-soil pipe, Stone pitching (plain or grouted) to side drains, Cleaning / flushing existing sub-soil drains (Provisional), Headwalls / end-walls to 450 mm pipe, Gabion or mattress energy dissipator.	Sum	1				
2200	PREFABRICATED CULVERTS						
22,01	450 mm Ø concrete stormwater pipe Class 100D incl bedding	m	18				
22,01	600 mm Ø concrete stormwater pipe Class 100D incl bedding	m	18				
22,03	headwalls for 450/600 mm pipe	No.	2				

2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS			
23,01	Precast mountable kerb on concrete bedding – as per Engineer's kerb detail	m	1610	
23,01	Precast concrete edging kerb along sidewalks outer edge	m	805	
23,02	Driveway tie-in kerbs – as per Engineer's drawings	m	15	
3300	MASS EARTHWORKS			
33,01	Rip, level & compact subgrade 200 mm	m ²	5635	
33,02	Extra excavation unsuitable material	m ³	60	
33,03	Import fill material (G7)	m ³	60	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL			
34,01	G7 subbase 150mm – supply, place, compact	m ³	564	
34,01	G5 base 100 mm for sidewalks – supply, place, compact	m ³	174,7	
34,02	G5 base 150 mm – supply, place, compact	m ³	855	
34,11	G7 subbase 100 mm for sidewalks – supply, place, compact	m ³	174,7	
5600	ROAD SIGNS			
56,01	Stop sign R1 (600 mm) on pole	No.	2	
56,02	Street name sign on pole	No.	2	
56,04	Pedestrian crossing signs & paint (Provisional)	Sum	1	
56,05	Warning sign W103 'Speed hump'	No.	4	
56,04	Speed limit sign R201 (40 km/h)	No.	4	
5700	ROAD MARKINGS			
57,01	Painted stop line 300 mm	m	6	
57,02	Painted 'STOP' word legend	No.	2	
57,05	Painted center line 100 mm and edges	m	2415	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS			
59,01	Topsoil & grassing of verges	m ²	1610	
59,02	Final shaping & cleanup	Sum	1	

59,03	Allowance for tactile paving at pedestrian crossings (Provisional)	Sum	1		
7300	CONCRETE BLOCK PAVING FOR ROADS				
73,01	25 mm bedding sand (crusher dust), screeded	m²	5635		
73,01	25 mm bedding sand (crusher dust) for 1.1 m sidewalks both sides	m²	1747		
73,02	80 mm interlocking concrete paving blocks – laid to herringbone pattern	m²	5635		
73,03	Raised paved speed hump (3.5 m length, 7 m width, 80 mm block paving) – complete	No.	2		
73,03	Raised paved speed hump (3.5 m length, 7 m width, 80 mm block paving) – complete	No.	2		
73,11	60 mm concrete paving blocks for sidewalks	m²	1747		
8100	TESTING MATERIALS AND WORKMANSHIP				
81.01a	Provisional Sum: materials & workmanship testing	Prov Sum	1		
81.01b	Contractor's handling cost & profit (10 %)	Sum	1		
				SUBTOTAL =	
				Add: VAT (15% of SUBTOTAL) =	
				TOTAL CARRIED FORWARD TO FORM OF OFFER =	

ITEM	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
				R	c	R	c
	<u>MSWELA STREET</u>						
1200	GENERAL REQUIREMENTS AND PROVISIONS						
12,01	Compliance with Health and Safety requirements	Sum	1				
12,02	Site security (24/7)	Month	5				
12,05	Provisional Sum for the remuneration of the Community Liaison Officer (R7000 per month)	Sum	1				
12,04	Site establishment and demobilisation	Sum	1				
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
13,01	Establishment of plant and facilities	Sum	1				
13,02	Removal of site establishment	Sum	1				
1500	ACCOMMODATION OF TRAFFIC						
15,01	Traffic accommodation and management (as per Accommodation of Traffic Drawing)	Sum	1				
1700	CLEARING AND GRUBBING						
17,01	Clear & grub vegetation	ha	0,11				
17,02	Remove existing asphalt surfacing	m ²	3710				
17,03	Excavate & dispose failed layers	m ³	1298				
2100	DRAINS						
21,01	Excavate trench for stormwater pipe	m ³	16				
21,02	Extra excavation unforeseen	m ³	10				
21,03	Provisional Sum for Clearing & shaping existing open drains, Supply & place 100 mm perforated sub-soil pipe, Stone pitching (plain or grouted) to side drains, Cleaning / flushing existing sub-soil drains (Provisional), Headwalls / end-walls to 450 mm pipe, Gabion or mattress energy dissipator.	Sum	1				
2200	PREFABRICATED CULVERTS						
22,01	450 mm Ø concrete stormwater pipe Class 100D incl bedding	m	15				
22,01	600 mm Ø concrete stormwater pipe Class 100D incl bedding	m	15				
22,03	headwalls for 450/600 mm pipe	No.	2				
2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS						
23,01	Precast mountable kerb on concrete bedding – as per Engineer's kerb detail	m	1060				
23,01	Precast concrete edging kerb along sidewalk outer edge	m	200				
23,02	Driveway tie-in kerbs – as per Engineer's drawings	m	12				

3300	MASS EARTHWORKS		
33,01	Rip, level & compact subgrade 200 mm (Compacted to 90% of modified AASHTO density)	m ²	3710
33,02	Extra excavation unsuitable material	m ³	50
33,03	Import fill material (G7)	m ³	50
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL		
34,01	G7 subbase 100 mm – supply, place, compact (Compacted to 93% of modified AASHTO density)	m ³	556,5
34,01	G7 subbase 100 mm for sidewalk – supply, place, compact (Compacted to 93% of modified AASHTO density)	m ³	42,4
34,02	G5 base 150 mm – supply, place, compact (Compacted to 100% of modified AASHTO density)	m ³	566,5
34,02	G5 base 100 mm for sidewalk – supply, place, compact (Compacted to 98% of modified AASHTO density)	m ³	42,4
5600	ROAD SIGNS		
56,01	Stop sign R1 (600 mm) on pole	No.	2
56,02	Street name sign on pole	No.	2
56,04	Pedestrian crossing signs & paint (Provisional)	Sum	1
56,05	Warning sign W103 'Speed hump'	No.	4
56,04	Speed limit sign R201 (40 km/h)	No.	4
5700	ROAD MARKINGS		
57,01	Painted stop line 300 mm	m	6
57,02	Painted 'STOP' word legend	No.	2
57,05	Painted center line 100 mm and edges	m	1590
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS		
59,01	Topsoil & grassing of verges	m ²	1060
59,02	Final shaping & cleanup	Sum	1
7300	CONCRETE BLOCK PAVING FOR ROADS		
73,01	25 mm bedding sand (crusher dust), screeded	m ²	3710
73,01	25 mm bedding sand (crusher dust) for sidewalk		
73,01	0.8 m wide (one side)	m ²	424
73,02	80 mm interlocking concrete paving blocks – laid to herringbone pattern	m ²	3710
73,02	60 mm concrete paving blocks for sidewalk	m ²	424
73,03	Raised paved speed hump (3.5 m length, 7 m width, 80 mm block paving) – complete	No.	2
8100	TESTING MATERIALS AND WORKMANSHIP		
81.01a	Provisional Sum: materials & workmanship testing	Prov. Sum	1

81.01b	Contractor's handling cost & profit (10 %)	Sum	1		
SUBTOTAL =					
Add: VAT (15% of SUBTOTAL) =					
TOTAL CARRIED FORWARD TO FORM OF OFFER =					

ITEM	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
				R	c	R	c
	<u>PHANDLE ROAD</u>						
1200	GENERAL REQUIREMENTS AND PROVISIONS						
12,01	Compliance with Health & Safety requirements	Sum	1				
12,02	Site security (24/7)	Month	5				
12,04	Site establishment and demobilisation	Sum	1				
12,05	Provisional Sum for the remuneration of the Community Liaison Officer (R7000 per month)	Sum	1				
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
13,01	Establishment of plant and facilities	Sum	1				
13,02	Removal of site establishment	Sum	1				
1500	ACCOMMODATION OF TRAFFIC						
15,01	Traffic accommodation and management (per Accommodation of Traffic Drawing)	Sum	1				
1700	CLEARING AND GRUBBING						
17,01	Clear & grub vegetation	ha	0,13				
17,02	Remove existing gravel/asphalt surfacing	m ²	4410				
17,03	Excavate & dispose failed layers	m ³	1323				
2100	DRAINS						
21,01	Excavate trench for stormwater pipe	m ³	18				
21,02	Extra excavation unforeseen	m ³	10				
21,03	Provisional Sum for Clearing & shaping existing open drains, Supply & place 100 mm perforated sub-soil pipe, Stone pitching (plain or grouted) to side drains, Cleaning / flushing existing sub-soil drains (Provisional), Headwalls / end-walls to 450 mm pipe, Gabion or mattress energy dissipator.	Sum	1				
2200	PREFABRICATED CULVERTS						
22,01	600mm Ø concrete stormwater pipe Class 100D incl bedding	m	20				
22,01	600mm Ø concrete stormwater pipe Class 100D incl bedding	m	20				
22,03	headwalls for 450/600 mm pipe	No.	2				
2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS						
23,01	Precast mountable kerb on concrete bedding – as per Engineer's detail	m	1260				
23,01	Precast concrete edging kerb along sidewalk outer edge	m	1260				
23,02	Driveway tie-in kerbs – as per Engineer's drawings	m	20				

3300	MASS EARTHWORKS				
33,01	Rip, level & compact subgrade 200 mm (Compacted to 90% of modified AASHTO density)	m ²	4410		
33,02	Extra excavation of unsuitable material	m ³	80		
33,03	Import fill material (G7)	m ³	80		
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	G7 sub-base 150 mm – supply, place, compact (Compacted to 93% of modified AASHTO density)	m ³	661,5		
34,01	G5 base 100 mm for sidewalks – supply, place, compact (Compacted to 100% of modified AASHTO density)	m ³	138,6		
34,02	G5 base 150 mm – supply, place, compact (Compacted to 100% of modified AASHTO density)	m ³	671,5		
34,11	G7 subbase 100 mm for sidewalks – supply, place, compact (Compacted to 93% of modified AASHTO density)	m ³	138,6		
5600	ROAD SIGNS				
56,01	Stop sign R1 (600 mm) on pole	No.	2		
56,02	Street name sign on pole	No.	2		
56,04	Pedestrian crossing signs & paint (Provisional)	Sum	1		
56,05	Warning sign W103 'Speed hump'	No.	4		
56,04	Speed limit sign R201 (40 km/h)	No.	4		
5700	ROAD MARKINGS				
57,01	Painted stop line 300 mm	m	6		
57,02	Painted 'STOP' word legend	No.	2		
57,05	Painted center line 100 mm and edges	m	1890		
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,01	Top-soil & grassing of verges	m ²	1260		
59,02	Final shaping & cleanup	Sum	1		
7300	CONCRETE BLOCK PAVING FOR ROADS				
73,01	25 mm bedding sand (crusher dust), screeded	m ²	4410		
73,01	25 mm bedding sand for 1.1 m sidewalks (crusher dust)	m ²	1386		
73,03	Raised paved speed hump (3.5 m × 7 m) – complete	No.	3		
73,11	60 mm concrete paving blocks for sidewalks	m ²	1386		
8100	TESTING MATERIALS AND WORKMANSHIP				
81.01a	Provisional Sum: materials & workmanship testing	Prov Sum	1		
81.01b	Contractor's handling cost & profit (10 %)	Sum	1		

SUBTOTAL =
Add: VAT (15% of SUBTOTAL) =
TOTAL CARRIED FORWARD TO FORM OF OFFER =

ITEM	DESCRIPTION	UNIT	QTY	RATE R c	AMOUNT R c
	ALEXANDRIA ROADS (Gladiola, Heuwel & Retief Street)				
	-				
1200	GENERAL REQUIREMENTS AND PROVISIONS				
12,01	Compliance with Health and Safety requirements	Sum	1		
12,02	Site security (24/7)	Month	8		
12,04	Site establishment and demobilisation	Sum	1		
12,05	Provisional Sum for the remuneration of the Community Liaison Officer (R7000 per month)	Sum	10		
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13,01	Establishment of plant and facilities	Sum	1		
13,02	Removal of site establishment	Sum	1		
1500	ACCOMMODATION OF TRAFFIC				
15,01	Traffic accommodation and management – signage, cones, flag personnel (as per Accommodation of Traffic Drawing)	Sum	1		
1700	CLEARING AND GRUBBING				
17,01	Clear & grub vegetation	ha	0,62		
17,02	Excavate and remove existing gravel surfacing	m ²	5460		
17,03	Excavate & dispose failed layers	m ³	100		
2100	DRAINS				
21,01	Excavate trench for stormwater pipe	m ³	253,8		
21,02	Extra excavation (unforeseen)	m ³	50		
21,03	Construct earth V-drain 600x450 mm each side	m	1500		
21,04	Provisional Sum for Clearing & shaping existing open drains, Supply & place 100 mm perforated sub-soil pipe, Stone pitching (plain or grouted) to side drains, Cleaning / flushing existing sub-soil drains (Provisional), Headwalls/ end-walls to 450 mm pipe, Gabion or mattress energy dissipator, manholes.	Prov. Sum	1		
2200	PREFABRICATED CULVERTS				
22,01	450 mm Ø concrete stormwater pipe Class 100D incl. bedding	m	40		
22,01b	600 mm Ø concrete stormwater pipe Class 100D incl. bedding	m	50		
22,02	Precast concrete catchpit/inlet incl. connections	No.	4		
22,03	Headwalls for 450/600 mm pipe	No.	3		
2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Precast mountable kerb on concrete bedding (as per Engineer's kerb detail)	m	1500		
23,02	Driveway tie-in kerbs (as per Engineer's drawings)	m	60		

3300	MASS EARTHWORKS				
33,01	Rip, level & compact subgrade 200 mm	m ²	5460		
33,02	Extra excavation of unsuitable material	m ³	200		
33,03	Import fill material (G7)	m ³	500		
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	G7 subbase 150mm – supply, place, compact	m ³	819		
34,02	G5 base 150 mm – supply, place, compact	m ³	829		
5600	ROAD SIGNS				
56,01	Stop sign R1 (600 mm) on pole	No.	2		
56,02	Street name sign on pole	No.	2		
56,03	Pedestrian crossing signs & paint (Provisional)	Sum	1		
56,04	Warning sign W103 'Speed hump'	No.	6		
56,05	Speed limit sign R201 (40 km/h)	No.	2		
5700	ROAD MARKINGS				
57,01	Painted stop line 300 mm	m	14		
57,02	Painted 'STOP' word legend	No.	2		
57,05	Painted centre and edge lines 100 mm	m	2340		
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,01	Topsoil & grassing of verges	m ²	6006		
59,02	Final shaping & cleanup	Sum	1		
59,03	Allowance for tactile paving at pedestrian crossings (Provisional)	Sum	1		
7300	CONCRETE BLOCK PAVING FOR ROADS				
	Provisional Sum for SMME's (25 mm bedding sand, 80 mm interlocking concrete paving blocks, Raised paved speed hump (3.5×7 m) complete)	Prov Sum	1		
73,01					
8100	TESTING MATERIALS AND WORKMANSHIP				
81.01a	Provisional Sum: Materials & workmanship testing	Prov Sum	1		
81.01b	Contractor's handling cost & profit (10%)	Sum	1		
SUBTOTAL =					
Add: VAT (15% of SUBTOTAL) =					
TOTAL CARRIED FORWARD TO FORM OF OFFER =					

Part C3: Scope of Work

C3.1 - Scope of Works

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C3.1 – Scope of Works

PROJECT SPECIFICATIONS

STATUS

Should any requirement of the Project Specifications conflict with any requirement of the Standardised or Particular Specifications listed in clause PS10, the requirement of the Project Specification shall prevail.

PORTION 1: THE WORKS

PS1 DESCRIPTION OF THE WORKS

PS1.1 SCOPE

The works comprise road improvements of internal streets to paved surfaceways. The sites are located under the jurisdiction of Ndlambe Local Municipality in the Sarah Baartman district in the Eastern Cape Province, and the coordinates are as follows:

Coordinates of start and end points

Road Name	Estimated Length	Co-ordinates	
		Start Coordinates	End Coordinates
Mbundwini Road 1	470m	33°34'48.33"S, 26°52'37.54"E	33°34'48.16"S, 26°52'44.32"E
Mbundwini Road 2		33°34'46.25"S, 26°52'40.00"E	33°34'45.40"S, 26°52'48.24"E
Side Walks near Mbundwini Road	326m	33°34'48.16"S, 26°52'44.32"E	33°34'51.94"S, 26°52'35.70"E
Mswela Road	530m	33°34'46.21"S, 26°53'0.67"E	33°35'3.74"S, 26°53'9.16"E
Park Road	805m	33°35'30.95"S, 26°53'29.69"E	33°35'25.03"S, 26°53'58.42"E
Broadway Street	630	33°36'32.24"S, 26°52'42.30"E	33°36'13.79"S, 26°52'31.68"E
Gladiol Street	475m	33°38'46.65"S, 26°24'45.71"E	33°38'42.37"S, 26°25'0.86"E
Hof Street	160m	33°39'0.06"S, 26°24'40.06"E	33°38'58.70"S, 26°24'45.64"E
De Wet Street	240m	33°39'0.06"S, 26°24'40.06"E	33°39'6.48"S, 26°24'37.41"E
Heuwel Street	100m	33°39'4.05"S, 26°24'40.86"E	33°39'4.76"S, 26°24'44.21"E
Retief Street	205m	33°39'7.98"S, 26°24'38.09"E	33°39'4.76"S, 26°24'44.21"E

1. Port Alfred – Mbundwini Road (Ward 7):

Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks as per the rest of the road that is to be upgraded from gravel to paved road. There is a provision to include pedestrian sidewalks of approximately 326m leading towards Dambuza Primary School.

The scope of work can be summarised as follows:

- Upgrading of the road to block paving and stormwater drainage system (v-drain)
- Road surface: Paving (2 400m²)
- Base layer: 150mm G5 (450 m³)
- Subbase layer: 150mm G7 (450 m³)
- Road approx. width: 6m
- Concrete v-drain: 202m³

2. Port Alfred – Mswela Road (Ward 8&9):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlaying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Rip and re-compact the existing asphalt surface and overlay with block paving and stormwater drainage system
- Road surface: Block paving over existing surface (3 000m²)
- Road approx. width: 5m
- Base layer: 150mm G5 (450 m³)
- Subbase layer: 150mm G7 (450 m³)

3. Port Alfred – Park Road (Ward 10):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no stormwater infrastructure for this road which results in rapid surface runoff, localized ponding towards Chainage 0 – 100m thus creating more potholes and damaging the underlaying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Rip and re-compact the existing asphalt surface and overlay with block paving and stormwater drainage system
- Upgrading of gravel road to block paving
- Construction of stormwater management systems
- Road approx. width: 8.5m
- Road surface: Block paving (6 900m²)
- Base layer: 150mm G5 (1050 m³)
- Subbase layer: 150mm G7 (10500 m³)

4. Alexandria – Gladiola Street (Ward 1):

The existing gravel road measures an approximate length of 475m. The road will need to be upgraded to paved roadway. However, some property fence lines run very close to the road edge. There are some existing services in the form of sewer lines and waterlines; careful consideration of these will have to be kept in mind during construction.

The works entail the scope of works as summarised below:

- Upgrading of the gravel road to block paving and stormwater drainage system
- Road surface: Block paving (2 900m³)
- Base layer: 150mm G5 (450m³)
- Subbase layer: 150mm G7 (455³)
- Road approx. width: 6m
- Construction of stormwater management systems

5. Alexandria – Retief Street (Ward 1):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no adequate stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving (1 300m²)
- Base layer: 150mm G5 (470m³)
- Subbase layer: 150mm G7 (470³)
- Road approx. width: 6m
- Construction of stormwater management systems

6. Alexandria – De Wet Street (Ward 1):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no adequate stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving (1 300m²)
- Base layer: 150mm G5 (470m³)
- Subbase layer: 150mm G7 (470³)
- Road approx. width: 6m
- Construction of stormwater management systems

7. Alexandria – Hof Street (Ward 1):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no adequate stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving (1 150m²)
- Base layer: 150mm G5 (200m³)
- Subbase layer: 150mm G7 (200³)
- Road approx. width: 7m
- Construction of stormwater management systems

8. Alexandria – Heuwel Street (Ward 1):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no adequate stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlaying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving (900m²)
- Base layer: 150mm G5 (420m³)
- Subbase layer: 150mm G7 (420³)
- Road approx. width: 5.2m
- Construction of stormwater management systems

9. Port Alfred – Broadway Street (Ward 10):

This road is surfaced with asphalt that has degraded substantially. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving (5 100m²)
- Base layer: 150mm G5 (800m³)
- Subbase layer: 150mm G7 (800m³)
- Road approx. width: 8m
- Construction of stormwater management systems

Gravel will be sourced from Departmental borrow pits and **commercial sources** to be pointed out to the bidders. An approved grading analysis is required before Gravel material is hauled to site.

- Establishment and removal
- Carry out project in terms of the Expanded Public Works Program rules
- Sub-contract to Local Enterprises as specified
- Target Local Labour as specified
- Target Local Enterprises
- Defects Liability Period is 12 months
- Contract Period is 8 months

PS1.2 DESCRIPTION OF SITE AND ACCESS

Existing roads are accessible but have deteriorated due to weathering and constant traffic.

Stormwater drainage on all roads is poor and existing stormwater services are either clogged or overgrown with vegetation.

Existing roads are narrow at some instances and sighting distances are affected by overgrown bush.

Levels of existing roads do not tie up where existing asphalt road are/meet.

The table below describes the project location

Province	Eastern Cape
District Municipality	Sarah Baartman District Municipality
Local Municipality	Ndlambe Local Municipality

PS1.3 NATURE OF GROUND

The area is located in the Beaufort Sediments, with dolerite intrusions. Trenching will be in soft, intermediate and hard material. Sheet rock will be encountered in places. The above information is given in good faith and is approximate. Should the Contractor require further information in order to properly determine his rate, he shall have done so at his own expense and prior to submitting his tender. See Site Information for the Geotechnical Survey information.

PS1.4 DETAILS OF CONTRACT

The Contract shall comprise the supply of all management, labour, materials, workmanship, machinery, equipment, transport, attendance on others and everything stated or implied which is, or may be, necessary in and for the entire completion of all the following works:

Stormwater

Stormwater installation will comprise of:

- 450mm – 900mm diameter stormwater pipe culverts
- Concrete v-drains adjacent to road surface
- Stormwater kerb inlets
- Stormwater grid inlets

Layerworks

- Sub-base – 150mm G7 from borrowpit
- Base course – 150mm G5 from borrowpit
- Rip and re-compaction of existing road layers where specified
- Chemical stabilisation of base layer where specified
- Sand layer (20mm) where paving is to be laid
- 80mm Interlocking paving road surface finish (to all roads)

Roadworks

- Fig 4 kerbing
- Fig 10 kerbing
- Transition kerbing
- Road signage where required

PS2 ENGINEERING

PS2.1 WORKS DESIGNED BY (PER DESIGN STAGE)

- (i) Concept, feasibility and overall process – Employer's Agent
- (ii) Basic Engineering and detail layouts to tender stage – Employer's Agent
- (iii) Final design to construction stage – Employer's Agent

- (a) Contractor to provide as-built information.

PS3 PROCUREMENT

PS3.1 METHOD

Tenders will be adjudicated on Method 2 – Price and Preferences.

PS3.2 TARGETED CONSTRUCTION: PARTICIPATION OF TARGETED LABOUR (SANS 1914-5)

PS3.2.1 Definitions

PS3.2.1.1 Targeted Labour

Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with a recognition by the residents of the target area.

The Project Steering Committee will direct where labour is drawn from as a priority before drawing labour under their guidance from a wider area. A Community Liaison Officer shall be employed (see cl PS3.4). A project wage rate is set (cl PS3.5) and the work shall be labour intensive (Particular Specification PC).

PS3.2.1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability, but a broad representation from each group shall be employed according to the task needs and in consultation with the CLO. However, specifically excluded from the Target Group is the Contractor's own staff unless such staff are also from the Target Area.

PS3.2.1.3 Target Area

For this project, the target area is defined as the communities directly affected by the project and identified by the PSC.

PS3.2.1.4 Contract Participation Targets

Contract participation is a process by which the employer implements Government's policies on Black Economic Empowerment and small contractor development. The employer sets targets for construction by specified entities that rand value for which is based on the goods, services and work undertaken by the specified entities and measured as a percentage of the Contractor's net amount (excluding VAT, contingency and escalation). The Contractor is obliged to commit to the targets set by the employer. For this contract the targets are as follows:

- (i) Target Labour minimum 5% of net amount excluding VAT and Contingency
Targeted labour employed by any Joint Venture Partner or sub-contractor shall rank toward this goal.

PS3.2.1.5 Contract Participation Goals (CPG's)

The Contractor is obliged to participate in the employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant returnable schedules. Tenderers who commit to goals less than the targets set will cause their tenders to be declared unresponsive in terms of condition to tenders F.3.8 and F.2.1

PS3.2.2 Conditions Associated with Achieving Goals

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- 2) accept the sanctions set out in Section 4 below should such conditions be breached;
- 3) Complete the Tender Target Declaration form contained in Section 5 below; and

4) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

PS3.2.3 Variation to the Targeted Construction Procurement Specification SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail.

Requirements: Contract Participation Goal (3.1)

It must be clearly understood that the Participation Goal is a minimum and that the work shall be carried out in accordance with the Expanded Public Works Program principles and Particular Specification PC – Labour Intensive Methods, and that the goal may well be exceeded in compliance with this specification.

The Contractor is to report on persons employed in accordance with the prescribed format: (electronic) on a monthly basis with his progress payment.

PS3.2.4 Sanctions

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

$$P = \frac{0,05 \times (D - D_o)}{100} \times N_A$$

Where

D	=	tendered Contract Participation Goal percentage
D _o	=	the Contract Participation Goal which the Employer's representative based on the credit passed, certifies as being achieved upon completion of the contract. Payments to labour shall be verified by means of appropriate transactional documentation.
N _A	=	Net Amount (Actual contract expenditure, excluding VAT)
P	=	Rand value of penalty payable

PS3.2.5 Tender Goal in Respect of Targeted Labour

I/We hereby tender a Contract Participation Goal of% (minimum 5%)

Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	AVERAGE RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		TOTAL	
		Tender Net Amount (excl VAT, provisional sums, contingency and escalation)	
		% of Tender Sum	

*(from target area)

This form is included in Volume 1.

SIGNED ON BEHALF OF THE TENDERER:.....

PS3.3 TARGETED CONSTRUCTION: PARTICIPATION OF TARGETED ENTERPRISES (Refer SANS 1914-1: 2002)

PS3.3.1 Definitions

PS3.3.1.1 Targeted Enterprises and Targeted Sub-Contractors

Targeted enterprises (for material supplies and off-site service providers) are suppliers (as defined) or other service providers (meeting the definition of an enterprise) such as bed and breakfasts, transport companies, material suppliers etc. who have registered trading enterprises in the Ndlambe Local Municipal area.

Targeted sub-contractors are suppliers (as defined) who have a valid CIDB grading less than that of the main contract and who have a registered trading enterprise in the Sarah Baartman District Municipality, and who are registered on the Sarah Baartman District Municipality Data Base.

PS3.3.1.3 Target Area

For this project, the target area is defined as Ndlambe Local Municipality for material supplies and off-site service providers and the Sarah Baartman Municipal area in respect of construction sub-contractors.

The onus of proof of satisfying this requirement for all Targeted Partners lies with the Main Contractor. This onus shall be discharged on the production of official documentation which indicates that each Targeted Partner has a registered office in the Target Area as defined.

PS3.3.1.4 Contract Participation Targets

Contract participation is a process by which the employer implements Government's policies on Black Economic Empowerment and small contractor development. The employer sets targets for construction by specified entities that rand value for which is based on the goods, services and work undertaken by the specified entities and measured as a percentage of the Contractor's net amount (excluding VAT, contingency and escalation). The Contractor is obliged to commit to the targets set by the employer. For this contract the targets are as follows:

(i) Targeted Enterprises:

1. Minimum 2.5% of net amount in respect of material supplies and off-site service providers.
2. Minimum 30% of net amount in respect of construction subcontracts in the construction of the works.

And

Targeted sub-contractors used by any Joint Venture Partner or selected sub-contractor shall rank toward this goal provided they are from the Targeted Area and registered.

PS3.3.1.5 Contract Participation Goals (CPG's)

The Contractor is obliged to participate in the employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant returnable schedules. Tenderers who commit to goals less than the targets set will cause their tenders to be declared unresponsive in terms of condition to tenders F.3.8 and F.2.1.

PS3.3.2 Conditions Associated with Achieving Goals

The tenderer, undertakes to:

- 1) Engage one or more targeted enterprises in accordance with the provisions of the SANS 1914-1 as varied in Section 3 hereunder;
- 2) Accept the sanctions set out in Section 3.3.4 below should such conditions be breached;

- 3) Complete the Tender Target Declaration form contained in PS3.3.5.

Accredited Registration

All targeted sub-contractors shall be registered with the CIDB and proof of valid registration, or proof of application to be registered, must be submitted at the time of tendering and be registered on the Sarah Baartman Municipality Data Base.

PS3.3.3 Variation to the Targeted Construction Procurement Specification SANS 1914-1

The variations to SANS 1914-1 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-1, the requirements of the variations shall prevail.

- i) Verification of Status (3.2.2)
Include the following with Form T2.1.6 for every targeted sub-contractor:
- Affidavit from sub-contractor as per Annex C to Form T2.1.6
 - Valid CIDB certificate
 - Registration with Sarah Baartman District Municipality
 - Proof of being a local Sarah Baartman District Municipality Enterprise (eg. Recent services account)
- ii) Contract Participation Goal credits (3.3)
(b) 50% should read 100% for suppliers
(t) omit
- iii) Records (5.2) (b)

Add a schedule of actual payments made to the targeted sub-contractor including payment amount and date.

PS3.3.4 Sanctions

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

$$P = \frac{0,05 \times (D - D_o)}{100} \times N_A$$

Where

D = tendered Contract Participation Goal percentage

D_o = the Contract Participation Goal which the Employer's representative based on the credit passed, certifies as being achieved upon completion of the contract. Payments to labour shall be verified by means of appropriate transactional documentation.

N_A = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

Sanctions shall apply separately to each of the aspects i) and ii) contracted for in PS3.3.5 below.

PS3.3.5 Tender Goal in Respect of Targeted Enterprises

- i) I/We hereby tender a Contract Participation Goal of% (minimum 2.5%) in respect of material suppliers and off-site service providers.
- ii) I/We hereby tender a Contract Participation Goal of% (minimum 30%) in respect of construction sub contracts in the construction of the Works.

SIGNED ON BEHALF OF THE TENDERER:.....

PS3.4 EXPANDED PUBLIC WORKS PROGRAM AND LABOUR INTENSIVE WORKS

The project is being implemented as a labour intensive project under the "Expanded Public Works Programme."

A project requiring a CIDB contractor grading designation of 6CE or higher shall have a site agent / manager with an NQF level 4, and team leader of NQF level 2.

On a project requiring a CIDB contractor grading of 6CE or less, the manager shall be registered on a skills program for NQF level 2 or higher. All the supervisory staff shall be registered on a skills program NQF2 or higher.

The relevant certificate shall be lodged with the Engineer prior to work commencing.

PS3.5 COMMUNITY LIAISON OFFICER (CLO)

The Contractor shall, in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Consultant / Social Facilitator appointed by the Employer. The PSC shall comprise of 6 persons x R500.00 per month. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of attending an average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The Contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Contractor. Remuneration of the CLO is R7 000.00 per month and will be adjusted annually for the period of employment as per gazetted rates and will change in accordance with change in rates from the Department of Labour.

A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

Three CLO's required (One per town).

The Terms of reference for the CLO shall be provided by the ISD Consultant.

The CLO will liaise with the following people in performing these activities:-

Contractor:

- Organise and assist the Contractor in explaining to all workers the labour-based construction model.
- Ensure labourers understand their task and the principles behind task work.
- Ensure labourers are informed of their conditions of temporal employment.
- Attend all site meetings and briefing for work procedures.
- Keep written record of interviews and community liaison which should be summarised and included in the monthly progress reports.
- Collect monthly welfare reports and submit to social facilitators.
- Ensure that Contractor's workers are paid what is due to them and in time.
- Assist in the recruitment of labour.
- Promote and maintain sound relations with community stakeholders and other role players.

- Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
- Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
- Keep the labour register of labour and manage records of project local labourers and be able to Provide reports on employment statistics.
- Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- To be on site on a daily basis.
- To register concerns / perceptions and raise them in the PSC meetings.
- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour dispute and any disciplinary matter and advise the site agent / foreman and assist in the resolution, where necessary must call for the assistance of the Social Consultant for the resolution of the conflicts.
- Assist the Contractor in preparing records of project employees. Assist the Contractor in making task measurements and the records thereof.
- Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- Communicate daily with the Contractor to determine additional labour requirements with regard to numbers and skills and pass this to the PSC.
- Attend weekly meetings with the Contractor and make a weekly written report which shall be a prerequisite to being paid.

Social Facilitators:

- Assist in convening of workshops.
- Disseminate information to PSC members.
- Articulate implementing agency policies to PSC members.
- Communicate labour requirements.
- Attend induction training programmes for workers and induct labourers.
- Submit monthly welfare reports to the social facilitators PSC.
- Communicate labour and skills requirements to the PSC.
- Assist in the recruitment and engagement of work force.
- Verify labour records and ensure all engaged qualify as per the Contract requirements.
- Investigate and report all labour dispute matters to the PSC, advise site agent on resolution.

PS3.6 CONDITIONS OF EMPLOYMENT OF LOCAL LABOUR

It is a requirement of this Contract that local labour is employed wherever possible, and that the Contractor limits the use of non-local employees to key personnel only. Local labour shall be given “on-the-job” training in the various skills required on this contract.

The minimum task rate will be in accordance with Government Notice: *R. 872 Basic Conditions of Employment Act (75/1997): Amendment of Sectoral Determination 2: Civil Engineering Sector*. A task is taken to be then amount of work which would be performed by a person working at an average pace through a work day of approximately 8 hours.

The PSC or its substructure, the Labour Desk, will co-ordinate the recruitment of labour from the community. Employment shall be in accordance with the following conditions.

LABOUR INTENSIVE COMPONENT AND EMPLOYMENT OF LOCAL LABOUR AND USE OF LOCAL RESOURCES

This project is being implemented as a labour intensive project under the “Expanded Public Works Programme”.

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made if the works are constructed strictly in accordance with the provisions of the Labour Intensive Specification. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

PS4 CONSTRUCTION

PS4.1 WORKS SPECIFICATION

PORTION A

APPLICABLE COLTO STANDARDS

The latest edition as at date of tender of the following Standardised Specifications for Road and Bridge Works for State Road Authorities shall apply:

- 1200 - General Requirements
- 1300 - Contractor's Establishment on site and General Obligations
- 1400 - Housing Offices and Laboratory for the Engineer's site personnel
- 1500 - Accommodation of Traffic
- 1700 - Clearing and Grubbing
- 1800 - Dayworks
- 2100 - Drains
- 2300 - Concrete kerbing, concrete channelling and concrete lining for open drains
- 3300 - Earthworks and Pavement layers
- 3400 - Payment layers of Gravel material
- 3500 - Stabilisation
- 5600 - Ancillary Roadworks: Road signs
- 5900 - Finishing the road and road reserve and treating old roads
- 7300 - Concrete block paving for roads

PORTION B

In addition, the following Particular Specifications that are bound into this document shall apply:

PA	-	Health and Safety Specification
PC	-	Labour Intensive Methods

PS4.2 EXISTING SERVICES

PS4.2.1 Known Services

All above ground services, including manholes etc., are designated as known services.

Prior to construction the Contractor and Engineer shall consult the drawings and all Service Providers to ascertain the presence and position of all services.

PS4.2.2 Interruption of Local Activities

Where construction or associated activities are to interrupt any of the local activities, eg. breaking through stock fences, trenching through lands, interrupting water and/or other utility services, etc. the Contractor is to notify the responsible authority and the Engineer at least 14 days before the occurrence of such an event and are to abide by any conditions prescribed by such an authority or the Engineer.

Where individual properties are accessed, a sketch drawing showing the nature and extent of access and interference shall be prepared by the Contractor and signed by the occupant. Before and after photographs shall be taken.

PS4.2.3 Protection of Existing Works

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of location, protection and repair of damage to any service, the possible existence of which could reasonable have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by a Service Authority, the Contractor will be billed directly by the Service Authority concerned.

PS4.2.4 Access to Properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in the Contract.

Written authority and conditions of occupation would have to be agreed with the local headman.

PS4.3 COURTESY

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

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding. To assist the Contractor in his dealings with the public, use should be made by him of the Community Liaison Officers (CLO's) on site. On occasions where the Contractor liaises directly with the public, the CLO should be informed of the outcome to be able to maintain a coherent picture of developments in the area.

PS4.4 DRAWINGS AND SPECIFICATIONS TO BE PROVIDED

As provided for in the General Conditions of Contract, the Contractor shall be entitled to receive free of charge, the following:-

- a) Three (3) paper copies of each drawing; and
- b) One (1) copy of the signed Contract Document.

PS4.5 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least three sets of A4-size copies or electronic as agreed.

The contractor shall supply with his monthly claim, employment details in the format prescribed.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

PS4.6 CONSTRUCTION IN LIMITED AREAS

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant and methods. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

The working space restrictions are scheduled on the drawings.

PS4.7 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

If during the time for completion of the Works or any extension thereof, abnormal rainfall or wet conditions occur, the Contractor may submit a claim for an extension of time in accordance with Clause 10.1 of the General Conditions of Contract. If an extension of time is granted, then any standing time costs of construction machinery as a consequence of the abnormal rainfall shall be deemed to have been included in the Time related costs of the Schedule of Quantities.

The method whereby the amount of extension of time due to the effect of abnormal rainfall and the prevalence of wet conditions will be determined, is the actual number of days where delay occurs less the number of days *n* in the table below which represents the average delays which the Contractor should allow for in his programming and costing.

For a delay claim to be valid, the work so delayed would have to fall on the critical path.

Rainfall data for the project is:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Nn (Days)	3.0	3.5	3.0	1.5	1.0	0.5	0.5	0.5	1.0	1.5	2.5	2.5

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of *Nn*.

PS4.8 EXCAVATION AND BACKFILL

Owing to labour intensive methods, the excavation and backfill of trenches are scheduled separately as per PSD – Labour Intensive Methods and the excavation methods are varied for trench excavation.

PS4.9 ACCOMMODATION OF TRAFFIC

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc. to safeguard the travelling public. Any detours or by-passes constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained to provide safe and easy passage of traffic.

PS4.10 ACCESS ROAD

Access roads required by the Contractor for construction purposes are not scheduled separately and the Tenderer must make provision for these roads under other scheduled rates and items.

PS4.11 SITE FACILITIES AVAILABLE

PS4.11.1 Water Supply

The Contractor will have to make his own arrangements for the provision of potable water for human consumption and other uses and will enter into a consumer agreement with the local government should they obtain it from them. Water for construction purposes should be obtained from natural stream flow.

PS4.11.2 Power Supply

The Contractor will have to make his own arrangement for a temporary power supply to his camp, if so required, with Eskom.

PS4.11.3 Camp Sites

Arrangements can be made at the Contractor's discretion in-line with relevant stakeholder engagements on the location of the site camp(s). The Contractor may locate at other sites but must obtain and submit appropriate rental documentation.

It will be indicated during the tender meeting and site inspection. – **NDLAMBE TO CONFIRM**

PS4.11.4 Telephone Facilities

The Contractor will have to make his own arrangements with this authority.

PS4.11.5 Rail Facilities

N/A

PS4.11.6 Housing

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

PS4.11.7 Crushed Stone

Crushed stone for concrete will have to be obtained from a commercial quarry operating from Port Alfred or similar approved.

PS4.11.8 Sand for Concrete

Must be obtained from commercial sources

PS4.12 SITE FACILITIES REQUIRED

PS4.12.1 Engineer's Office

Offices are required as per specification.

PS4.12.3 Engineer's Survey Equipment

None required.

PS5 MANAGEMENT

PS5.1 PROGRAMMING

The Contractor shall submit to the Engineer a detailed construction program within 14 days of the written instruction to commence work. The program shall be prepared on the basis that the works will be completed over a period not exceeding 8 months. The program shall be supported by bar chart and or critical path network and shall also reflect the projected cash flows.

Hard copy and electronic program updates in MS Project shall be submitted 3 days prior to the monthly site meeting.

The program shall distinguish between the various work packages and sites.

Each work package will show the various main activities and manufacturing lead times.

PS5.2 SEQUENCE OF WORKS

The sequence shall be in accordance with good practice.

PS5.3 METHOD STATEMENTS

Attention is drawn to the method statements required in terms of the **Environmental Management Plan**.

Other method statements will be required. See also PS 5.5.

PS5.4 SITE RECORDS

Site records will be required. The nature and extent will be agreed with the Engineer.

PS5.5 QUALITY CONTROL PLAN

The Contractor will be required to submit a Quality Control Plan and Procedures for approval by the Engineer for the manufacture of items under the construction methods and sequences.

The Employer or his agent will carry out inspections (e.g. welding and final release certificate inspection) from time to time on all items fabricated off-site.

To avoid delays the Contractor shall give the Engineer/Employer prompt notice of such inspections. Such notice shall not be less than 48 hours.

Approval by the Employer at any stage of fabrication is merely an authorization for the Contractor to proceed with the next stage of fabrication/installation and does not in any way relieve the Contractor of his contractual responsibilities.

The Contractor will be required to work in accordance with a Quality Control Plan where the following "Hold Points" will apply:-

The Road

- 1) Setting out
- 2) Bulk Earthworks
- 3) Varying material
- 4) Stormwater positioning
- 5) Foundation Works
- 6) Sub-grade levels
- 7) Sub-base levels
- 8) Wearing course
- 9) Sampling of material and compaction
- 10) Trimming of site

The Engineer/Clients representative shall inspect production of materials in off-site factories and appropriate access shall be arranged by the Contractor.

PS5.6 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (OHSA)

The client will appoint an agent in his stead to perform the client's duties in respect of the regulations.

The tenderer shall refer to the particular specification – PA Health and Safety.

The tenderer must allow, in the item provided under preliminary and general, for all costs relating to health in specification not covered in any of the rates tendered in the schedule of quantities.

PARTICULAR SPECIFICATIONS

PA – HEALTH AND SAFETY SPECIFICATION
TO BE PROVIDED BY APPOINTED OHS SPECIALIST

PC – LABOUR INTENSIVE METHODS

C4 – SITE INFORMATION/DRAWINGS

Geotechnical Report

DRAWINGS