



**TENDER NO 72/2026 – APPOINTMENT OF A CONTRACTOR FOR
CONSTRUCTION OF 280 M BY 1.6 M HIGH FREE STANDING
BOUNDARY WALL AND SUPPLY AND INSTALLATION OF 258 M BY 1.8
M HIGH CLEAR VU FENCING ON ERF 335 PORTION 125, OCEAN VIEW
JEFFREYS BAY**

3 SQ, 3 GB CIDB Grading Required

VOLUME 1

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
CLOSING DATE	2 APRIL 2026	

ISSUED BY:
Kouga Local Municipality
Physical Address:
16 Woltemade Street
Jeffreys Bay

Postal Address:
P O Box 21
Jeffreys Bay
6330

Contact Person: Ms. Nikita Hendricks
Tel: 042 - 200 2200 / 042 - 200 8300

CONSTRUCTION OF 280 M BY 1.6 M HIGH FREE STANDING BOUNDARY WALL AND SUPPLY AND INSTALLATION OF 258 M BY 1.8 M HIGH CLEAR VU FENCING ON ERF 335 PORTION 125 IN LINE WITH SANS 10400 STANDARDS AND IN COMPLIANCE WITH THE SOUTH AFRICAN NATIONAL BUILDING REGULATIONS

GENERAL TENDER INFORMATION

TENDERS INVITED	:	13 March 2026
ESTIMATED CIDB CONTRACTOR GRADING	:	3 SQ & 3 GB or higher
CLARIFICATION MEETING	:	A compulsory virtual clarification Meeting to be held 23 March 2026, Monday @ 10:00 am
VENUE FOR VIRTUAL CLARIFICATION MEETING	:	https://teams.microsoft.com/meet/38053815156108?p=jkDZ0n4bpL6QSiCnup Meeting ID: 380 538 151 561 08 Passcode: Zt6iY9hR
CLOSING DATE	:	02 April 2026
CLOSING TIME	:	12:00 pm
CLOSING VENUE	:	Tender Box at the Municipal Office, Room 122 16 Woltemade Street (front) / 21 St. Croix Street (back), Jeffreys Bay
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

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THE TENDER

PART 1 (OF 2): TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**

T1.1: TENDER NOTICE AND INVITATION TO TENDER

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: PLANNING & DEVELOPMENT
NOTICE NO: 72/2026

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF 280m x1.6 HIGH FREE STANDING BOUNDARY WALL AND 258m x 1.8 HIGH CLEAR VU FENCE ON ERF 335 PTN 125, OCEAN VIEW JEFFREYS BAY

Suitably qualified and capable service providers are hereby invited for the Appointment of a Service Provider for the Construction of 280m x1.6 high Free Standing Boundary Wall and 258m x 1.8 High Clear Vu Fence on Erf 335 PTN 125, Ocean View Jeffreys Bay.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from **Friday, 13 March 2026**. After downloading the tender document from the website each prospective bidder **MUST** ensure that all the pages of the tender document are printed.

A **Compulsory Virtual Clarification Session** will be arranged for **Monday, 23 March 2026 @10h00am**. Prospective bidders can use link below which is direct from this advert to access the meeting. **Please take note that no attendee arriving 10 minutes late or more** will be allowed to attend the clarification meeting.

Join Teams Meeting

<https://teams.microsoft.com/meet/38053815156108?p=jkDZ0n4bpL6QSiCnup>

Meeting ID: 380 538 151 561 08

Passcode: Zt6iY9hR

Please note:

- Telegraphic, telephonic, telex, facsimile, email, or late tenders will not be accepted.
- This contract will be evaluated on the 80/20-point system. 80 points for price and 20 points for specific goals. To claim points for specific goals prospective bidders MUST submit proof/ required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **A contractor CIDB Grading of 3SQ/3GB or Higher is required.** The Contractor's CIDB Grading designation price should align with his tender price.
- **A minimum Functional Assessment Score of 60% will apply to this contract.**
- **Bidders must note that the Municipality may make use of additional vetting methods to further qualify capacity of bidders to eliminate delays during project implementation.**
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to nhendricks@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 72/2026: APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF 280m x1.6 HIGH FREE STANDING BOUNDARY WALL AND 258m x 1.8 HIGH CLEAR VU FENCE ON ERF 335 PTN 125, OCEAN VIEW JEFFREYS BAY**" must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **THURSDAY, 2 APRIL 2026 at 12:00.**

C. DU PLESSIS

MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 13 March 2026

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	72/2026	CLOSING DATE:	2 APRIL 2026	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF 280m x1.6 HIGH FREE STANDING BOUNDARY WALL AND 258m x 1.8 HIGH CLEAR VU FENCE ON ERF 335 PTN 125, OCEAN VIEW JEFFREYS BAY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT:					
KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY – ROOM 122					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE		
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON		
TELEPHONE NUMBER	042-200-2200		TELEPHONE NUMBER		
E-MAIL ADDRESS	tenders@kouga.gov.za		E-MAIL ADDRESS		

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Employer's Agenting and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 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.

"Bid" should read "tender," and vice versa, throughout the document – implying both words have the same meaning.

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
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C.1	General
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C.1.1	Actions
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The Employer is **KOUGA LOCAL MUNICIPALITY**.

C.1.1.2	Tenderers shall declare any perceived, known and potential conflict of interest under Returnable Documents, Form T2.1.14 Declaration of Intent of Persons in Service of State and Form T2.1.16 Declaration of Tenderers Supply Chain Management Practices.
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C.1.2	Tender Documents
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Add the following:

The following documents form part of this tender:

A.	Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institute of Civil Engineering, the S.A. Bureau of Standards and the Government printers, as applicable:
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1. Annex C, of the Standard Conditions of Tender of Government Gazette No. 42622 dated 8 August 2019.
2. The General Conditions of Contract for Construction Works 2015, as amended by the Contract Data.
3. S.A. Bureau of Standards Standardised Specifications for Civil Engineering Construction as amended by the Specification Data.

The Tender Documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which are bound:

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Performance Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Disclosure Statement

C1.6 Adjudication Board Member Agreement

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.3 Summary Page of Bill of Quantities

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Employer's Agenting

C3.3 Procurement

C3.4 Construction

C3.5 Management

Part C4 : Site Information

C4.1 Scope

C4.2 Finishing-off of the Ste

Appendix A : List of Tender Drawings

C.1.3 Interpretation

C.1.3.1 *Delete the clause and replace with the following:*

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.

C.1.4 Communication

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

C.1.5 Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of C.1.5.1 c) and replace with, or Add the following after C.1.5.1 c):

d) there is a material irregularity in the tender process.

- C.1.6 Competitive negotiation procedure**
Add the following to C.1.6.2.1:
 A competitive negotiation procedure will not be followed.
- C.1.6.3 Proposal procedure using the two-stage system**
Add the following between C.1.6.3 and C.1.6.3.1:
 A two-stage system will not be followed.
- Add the following after C.1.6.3.2.2*
- C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- C.1.6.4.1 Disputes, objections, complaints, and queries**
 In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- C.1.6.4.2 Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
 - b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision.
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
 The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- C.1.6.4.4** All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:
The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.
- C.1.6.4.5** All requests referring to clause C.1.6.4.3 regarding access to information or reasons must be submitted in writing to:
The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.
- C.1.7 Kouga Local Municipality Supplier Database Registration**
 Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 **Tenderer's obligations**

C.2.1 **Eligibility**

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

C.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.3.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, 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 CE class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work: and
- c) 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 **3SQ and 3GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 **Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.

- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

C.2.1.4.3 Minimum score for functionality compliance

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. Verifiable proof of similar Scope of Work contracts successfully completed, must be submitted in the applicable Returnable Schedule.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

CRITERIA	APPLICATION OF THE CRITERIA	WEIGHT
Company Experience Schedule 1H	Demonstrated experience of the tendering entity with respect to comparable projects (Fencing) by completing each row in the Returnable Schedule of work experience in full (below contract value ranges are VAT inclusive): <ul style="list-style-type: none"> • 4 x completed projects > R150k • 3 x completed projects > R150k • 2 x completed projects > R150k • 1 x completed projects > R150k 	(Max 40 points) 40 points 30 points 20 points 10 points
Company Experience Schedule 1H	Demonstrated experience of the tendering entity with respect to comparable projects (Building Works) by completing each row in the Returnable Schedule of work experience in full (below contract value ranges are VAT inclusive): <ul style="list-style-type: none"> • 4 x completed projects > R100k • 3 x completed projects > R100k • 2 x completed projects > R100k • 1 x completed projects > R100k 	(Max 20 points) 20 points 15 points 10 points 5 points
TOTAL		60 POINTS

The minimum score for functionality is **60%**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-Responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 10, Part T2.2: Returnable Schedules).

Where the tenderer intends to sub-contract any of the work components listed above, full details of the intended sub-contractor and portions of work to be undertaken by them shall be provided with the tender. The verifiable experience of the sub-contractor relevant to the component of work to be performed by them will be taken into consideration when allocating scores. Intention to go into sub-consultancy agreement to be included else no points will be scored.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

C.2.1.4.5 **Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

C.2.3 **Check documents**

C.2.3 *Amend the clause to read:*

“.....and notify the Employer’s **Agent** of any discrepancy.....”

Tenderers must examine the documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings. Drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Schedule of Rates and Drawings or any contradictions between the specifications, Schedule of Rates and Drawings in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of Tenders. Tenderers having any queries relating to discrepancies in, or omissions from the document shall contact the Employer or Employer’s Agent immediately.

C.2.7 **Clarification meeting**

Add the following after the second sentence:

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

Tenderers must sign the attendance list in the name of the tendering entity. Only Certificates of Attendance of Tenderers that attended the compulsory clarification meeting will be signed by the Employer or Employer’s representative, after the compulsory clarification meeting has been completed. Addenda may be issued to and **tenders will be received only from those tendering entities appearing on the attendance list if their Certificate of Attendance was signed by the Employer or Employer’s representative at the compulsory clarification meeting.**

Tender documents will not be made available at the site visit and/or clarification meeting.

C.2.8

Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11

Add the following to the clause:

"In the event of a mistake having been made on the Schedule of Rates, it shall be crossed out in non-erasable ink and be accompanied by a full signature of each signatory to the Tender at each and every price alteration."

Correction fluid shall not be used in the Schedule of Rates where prices are calculated to derive a total amount. If correction fluid has been used, the tender as a whole will be classified **non-responsive** and not be considered.

The Employer will reject and classify the tender **non-responsive** if corrections are not made in accordance with the above."

C.2.12

Alternative tender offers

C.2.12.1

Add the following to C.2.12.1 at the end of the first sentence:

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

C.2.12.3

Add the following to C.2.12.1 at the end of the first sentence:

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 **Submitting a tender offer**

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to C.2.13.3 at the end of the first sentence:

C.2.13.3 Each Tenderer is required to return the original completed tender documents, including drawings with all the required information supplied, duly completed in non-erasable ink in all respects **together with one (1) copy of Parts T2, C1 and C2.**

An original Bill of Quantities and Form of Offer and Acceptance (Form C1.1), duly completed and signed by the tenderer, must be returned in respect of the project for which a tender is submitted.

Add the following to clause C.2.13.4:

C.2.13.4 "Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorising a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorising a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case **proof of such authorisation** shall be included in the Tender.

In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive."

Add the following to C.2.13.5 at the end of the first sentence:

C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Employer: Kouga Local Municipality.
Physical address: 16 Woltemade Street, Jeffreys Bay.
Identification details: Bid Number: 72/2026

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 72/2026: CONSTRUCTION OF 280 M BY 1.6 M HIGH FREE STANDING BOUNDARY WALL AND SUPPLY AND INSTALLATION OF 258 M BY 1.8 M HIGH CLEARVU FENCING ON ERF 335 PORTION 125, OCEAN VIEW, JEFFREYS BAY**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

- Add the following to C.2.13.6:*
- C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).
- Add the following to C.2.13.9:*
- C.2.13.9 Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.
- Add the following after C.2.13.9:*
- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:
- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
 - b) The electronic version shall not be regarded as a substitute for the issued tender documents.
 - c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
 - d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:

- C.2.16.1 The tender offer validity period is **(90 calendar days)**.

C.2.16.2 Delete the clause and replace with the following:

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
- C.2.18.1 notarized

Add the following to C.2.18.1 at the end of the first paragraph:

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

Add the following after C.2.18.2:

- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

- C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of Work.

- C.2.20 The successful Tenderer will be required to submit a Performance Guarantee in the prescribed format from an approved insurer or financial institution prior to the commencement of work on this contract.

- C.2.23 **Certificates**
Add the following after the first sentence:

The tenderer is required to submit the following:

- C.2.23.1 **Evidence of tax compliance**
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

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

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, *16 Woltemade Street, Jeffreys Bay* or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector) unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.**

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.2.25 **Employment Contracts**

Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contract.

C.2.26 **Remuneration**

Accept that successful tenderers shall pay their workers in accordance with SAFCEC rates or Civil Engineering Bargain Council.

C.2.27 **Scope of Mandatory Subcontract Works**

The Kouga Local Municipality will enforce CIDB Contractor grading designation of **3SQ** to subcontract a percentage of the work as per Clause C3.3.2.1 (Sliding scale), that excludes the Main Contractor's Preliminary and General Costs, VAT and contingencies to specified entities such as EE's, the rand value which is based on the goods, services and work undertaken by the specified entities (*See bill of quantities for further reference*).

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the words "three days" from the first sentence and replace with:

"Five working days where possible"

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

C3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2 *Delete par C.3.8.2 (c)*

Replace the final sentence of C.3.8.2 with the following:

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions, and discrepancies

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 **B-BBEE specific goals**

Up to 100 minus **W₁** tender evaluation points will be awarded to tenderers on the basis of the data supplied in Part 2: Returnable Documents of the Tender Portion.

Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2017. The value of the tender is estimated not to exceed R50 000 000-00 and therefore the **80/20 system shall be applicable**. The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points. Up to a maximum of 20 points for this tender will be awarded in terms of the tenderers B-BBEE status level of contribution.

Preference points shall be scored in accordance with Regulation 6 (2) or 7 (2) of the Preferential Procurement Regulations, 2017 therefore preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below, but **points can only be obtained by submitting a certified B-BBEE Certificate:**

The value of this bid is estimated not to exceed R50 000 000.00 and therefore the (80/20) system shall be applicable

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a Legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	<p>10 Points Located within the boundaries of the Kouga Local Municipality</p> <p>6 Points Located within the boundaries of Sarah Baartman District Municipality, including Nelson Mandela Bay Municipality.</p> <p>4 Points Located within the boundaries of the Eastern Cape</p> <p>1 Point Outside of the boundaries of the Eastern Cape</p>

Bidders MUST submit valid B-BBEE sworn affidavit / certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted.

Annex C
(normative)
Standard Conditions of Tender

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.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.

C.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) incompatibility 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 in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.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.

C.1.5 Cancellation and Re-Invitation of Tenders

C.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 Employer's Agenting 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.

C.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

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

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.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 C.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.

C.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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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

C.2.2 Cost of tendering

C.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 complies with requirements.

C.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.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.2.10 Pricing the tender offer

C.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.

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

C.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.

C.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.

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

C.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.

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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).

C.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".

C.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.*

C.2.18 Provide other material

C.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.

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

C.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.

C.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.

C.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.

C.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.

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.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.

C.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.

C.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.

C.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.

C.3.4 Opening of tender submissions

C.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.

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

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

C.3.5 Two-envelope system

C.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.

C.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.

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

C.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.

C.3.9 Arithmetical errors, omissions, and discrepancies

C.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.

C.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 C.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.

C.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.

C.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.

C.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.

C.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

Fair

Equitable

Transparent

Competitive

Qualitative interpretation of goal

The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

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.

The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

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

C.3.11.1 General

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

C.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.

C.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.

C.3.14 Prepare contract documents

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

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

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

C.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.

C.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.

C.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.

C.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 G
(normative)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

THE TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Documents

1B: AUTHORITY FOR SIGNATORY

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

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

A Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Ms acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

As witnesses:

- | | |
|---------|-----------------|
| 1. | Chairman: |
| 2. | Date: |

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
 hereby authorize * Mr / Ms, acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

As witnesses:

..... Signature:

..... Date:

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise * Mr / Ms, acting in the capacity of lead partner, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

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

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

As witnesses:

..... Signature:

..... Date:

D Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1.

Signature:

2.

Date:

E. Certificate for Close Corporation

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

hereby authorize * Mr / Mrs, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

As witnesses:

1.

Chairman:

2.

Date:

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of

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

was represented by the person(s) named below at the compulsory Clarification Meeting and Site Visit held for all tenderers at

..... (location) on

..... (date), starting at (time).

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name Signature

Capacity Date & Time

1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

YES / NO (INDICATE)

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

YES / NO (INDICATE)

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

SECTION 1: NAME OF ENTERPRISE:

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

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

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

Close corporation number

Tax reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Enterprise name

1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including	Yes	No

ITEM	QUESTION	RESPONSE	
	<p>a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>		
	<p>If so, furnish particulars:</p>		
4.4	<p>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes	No
	<p>If so, furnish particulars:</p>		
4.5	<p>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</p>	Yes	No
	<p>If so, furnish particulars:</p>		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

**1G: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	8
3	6
4	4
5	3
6	2
7	2
8	2
Non-compliant contributor	0

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points Located within the boundaries of the Kouga Local Municipality
6 Points Located within the boundaries of Sarah Baartman District Municipality, including Nelson Mandela Bay Municipality.			
4 Points Located within the boundaries of the Eastern Cape			
1 Point Outside of the boundaries of the Eastern Cape			
Bidders MUST submit valid B-BBEE sworn affidavit / certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted.			

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \text{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company

State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERERS(S) SURNAME AND NAME: DATE: ADDRESS
--

<p>1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE</p> <p><i>(Organs of State include any Local, Provincial or National Government Authority)</i></p>

The following is a statement of **similar work** (Bulk Sewer and Water pipeline) successfully executed by myself/ourselves:

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Please note that the above needs to be supported by:

- a) Copy of Appointment Letter
- b) Copy of Completion Certificate
- c) Contact details of the Employer or Employer’s Agent. If the Reference cannot be contacted, to verify the information supplied, the Contract will not be considered.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE
(Organs of State include any Local, Provincial or National Government Authority)

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

Please note that the above needs to be supported by:

- d) Copy of Appointment Letter
- e) Copy of Completion Certificate
- f) Contact details of the Employer or Employer's Agent. If the Reference cannot be contacted, to verify the information supplied, the Contract will not be considered.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

.....

.....

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

.....

.....

.....

8. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If so, state particulars:

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

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1K: 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 consortium* 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.

*** 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.**

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Signed

Date

Name

Position

Tenderer

1L: PROPOSED AMENDMENTS

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

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

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1M: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

1N: PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3B: PERSONNEL SCHEDULE

The tenderer shall insert the number of personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NON-LOCAL (Key Personnel) (Permanently employed by Contractor)	LOCAL			
		Women	Men	Youth	SMME
Contract Manager**					
Site Agent**					
Mechanical Employer's Agent					
Civil Employer's Agent					
Quantity Surveyor					
Surveyors					
General Foreman					
Foremen					
Operators					
Bricklayers					
Mechanics					
Electricians					
Watchmen					
Gang Bosses					
Pipe Layers					
Labourers					
* Other					
Total					

* To be filled in / completed by tenderer.

The CV's of the Contracts Manager and Site Agent may be requested, in which they highlight their previous experience. The Company Profile of the proposed Sub Contractor is also to be submitted.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

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

Tenderers shall answer the questions below:

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

(Tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

- Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

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

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

.....

.....

.....

.....

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

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

5. List potential key risks identified and measures for addressing risks:

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

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

(Tick)

Yes	
No	

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

1. ID NO:
(Name in Print):

2. ID NO:
(Name in Print):

3D: SCHEDULE OF CONSTRUCTION EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for use on this Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

- (b) Details of major equipment that will be **hired in**, or acquired, for use on the Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3F: SUBCONTRACTOR PAYMENT DECLARATION

Contractors are required to confirm work performed by SMMEs prior to an invoice being submitted by the SMMEs. Once the SMMEs submit the invoice, the Contractor must pay the SMMEs within 7 days of receipt of the invoices.

If we are awarded a Contract we agree to the payment terms stipulated above. We understand and confirm that we will:

1. Confirm work performed by SMMEs prior to an SMME invoice being processed
2. Provide payment of the SMME invoice within 7 days of receipt of the invoice, regardless of whether this has been claimed/paid by the Employer.

We warrant that we have sufficient cash flow to facilitate this request.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that this declaration is binding and shall form part of the Contract agreement.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee**
- C1.4 Health and Safety Agreement**
- C1.5 Disclosure Statement**
- C1.6 Adjudication Board Member Agreement**

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

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

TENDER NO 72/2026: CONSTRUCTION OF 280 M BY 1.6 M HIGH FREE STANDING BOUNDARY WALL AND SUPPLY AND INSTALLATION OF 258 M BY 1.8 M HIGH CLEAR VU FENCING ON ERF 335 PORTION 125 IN LINE WITH SANS 10400 STANDARDS AND IN COMPLIANCE WITH THE SOUTH AFRICAN NATIONAL BUILDING REGULATIONS

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

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

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

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

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

For the **Tenderer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature
.....
Name

Date:

2. ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....
Signature
.....
Name
.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature
.....
Name

Date:

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:
Details:
2. Subject:
Details:
3. Subject:
Details:
4. Subject:
Details:
5. Subject:
Details:
6. Subject:
Details:
7. Subject:
Details:

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

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

For the Tenderer:

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

Signature
Name
Capacity

Name and Address of Organisation

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

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

Witness Signature
Witness Name
Date

For the Employer:

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

Name and Address of Organisation

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.....

4. CONFIRMATION OR RECEIPT

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

the (day)

of (month)

20 (year)

at (place)

For the **Contractor**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineer's Agents (SAICE), Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the South African Institution of Civil Engineering (SAICE). (Tel: 011 – 055 947).

PART 1: DATA PROVIDED BY THE EMPLOYER

The following amendments and additions to the Clauses are the contract specific data applicable to this Contract:

Clause	Description / Wording
1.1.1.5	The commencement date shall be the date on which the Contractor receives a copy of the signed form of offer and acceptance and schedule of deviations if applicable.
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 2 months , calculated from the Commencement Date.
1.1.1.15	The Employer is the Kouga Local Municipality, represented by Ms. N Hendricks and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16	The Employer's Agent: Not applicable.
1.1.1.17	Any reference to the term "Engineers Representative" in the Contract shall mean "Employers Agent Representative" and vice versa.
1.1.1.26	The Pricing Strategy is: Re-measurable Contract
1.2.1.2	The Employer's address for receipt of communications is: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffrey Bay 6330 Telephone: 042 200 2200 email: tenders@kouga.gov.za
2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Sum"; 2. Existing Clauses: 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times

Clause	Description / Wording
	<p>5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)</p> <p>5.13 - Reduction of penalty for delay.</p> <p>5.14.2 - The issue of a Certificate of Practical Completion.</p> <p>5.14.4 - The issue of a Certificate of Completion.</p> <p>5.16.1 - The issue of a Final Approval Certificate.</p> <p>6.3 – Variation Orders which may exceed R 20 000</p> <p>6.6 - Instruction to expend on Provisional and Prime Cost Sums</p> <p>6.11 - Adjustment of General Items & Approval of Claims</p> <p>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</p>
3.2.4	<p>The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.</p> <p>The duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to the employers agent for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.</p>
4.1.3	<p><u>Add the following new clauses at the end of clause 4.1.2:</u></p> <p>"The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge
4.1.4	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p>

Clause	Description / Wording
	<p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations, 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
4.3.1	<p>Add the following to the clause:</p> <p>"The Contractors attention is drawn to the following:</p> <ul style="list-style-type: none"> • The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997); • The National Environmental Management Act (NEMA), Act 107 of 1998; • Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers; • Occupational Health and Safety Act of 1993 (Act No 85 of 1993); • The Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993); • Construction Regulation 2014; • All other relevant applicable laws, regulations, statutory provisions and agreements. <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan, Waste License, etc."</p>
4.3	<p>Add the following at the end of Clause 4.3:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps</p>

Clause	Description / Wording
	<p>may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
5.3.1	<p>The documentation required before the commencement of the Works is:</p> <p>a) Health and Safety Plan (Refer Clause 4.3)</p> <p>The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014).</p> <p>b) Initial Programme (Refer Clause 5.6) including Cash Flow forecast</p> <p>The Contractor shall deliver his Initial Programme of carrying out the Works.</p> <p>c) Security (Refer Clause 6.2)</p> <p>The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data.</p> <p>d) Insurance (Refer Clause 8.6)</p> <p>The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that:</p> <p>i) that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and,</p> <p>ii) the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and,</p> <p>iii) the Insurance Company will immediately notify the Employers Agent of any non-payment or default relating to the premiums and or policy / policies and,</p> <p>iv) the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final</p>

Clause	Description / Wording
	<p>Approval Certificate”, as the case may be.”</p> <p>v) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) also be submitted, and</p> <p>vi) A copy of the Health and Safety Mandatory Agreement required in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended, per the proforma in C1.4</p> <p>e) Letter of Good standing with the Building Industry Bargain Council</p> <p>The Contractor shall commence executing the Works within twenty-eight (28) days after the Commencement Date.</p>
5.3.2	The documentation shall be submitted within 14 days from the Commencement Date.
5.3.3	<p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>“The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof.”</p>
5.4.1	<p>Between the wording “... Site,” and “the location” In the third line, add the following:</p> <p>“subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,”</p>
5.4.2	Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.
5.6.1	The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.
5.8.1	<p>Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”.</p> <p>Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break.</p> <p>For the purposes of this Contract the year-end break shall be as declared by SAFCEC.</p> <p>The work done by the Contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.</p>
5.8.3	<p>Add the following new Clause:</p> <p>“5.8.3</p> <p>The additional cost of supervision and monitoring by the Employers Agent or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor’s account.”</p>
5.12.2.2	<p>Add the following to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition.</p> <p>Based on average weather conditions of wind, rain and sunshine the allowances are actual and consequential delays shall be as follows:</p>

Clause	Description / Wording
	<ul style="list-style-type: none"> • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work.</p> <p>The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
5.12.2.4	In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.9 through to 1.2.12.
5.12.3	Delete the entire subclause 5.12.3.
5.12.5	<p>Add the following to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	The penalty for failing to complete the Works is R5 000 per day.
5.14.1	<p>The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.</p> <ul style="list-style-type: none"> • The installation, testing and backfilling of all sewer pipes, including manholes. • The tie into Oceanview Pumpstation.
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p>Replace "the Employer's Agent" in the second line with the following:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>
5.14.4	<p>Add the following to Clause 5.14.4:</p> <p>"The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion.</p> <p>Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."</p>
5.14.5.5	<p>Delete the contents of Clause 5.14.5.5 and replace with:</p> <p>"Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".</p>

Clause	Description / Wording
5.16.3	The latent defect period is 10 years and shall commence on the date of the Final Completion Certificate.
6.2.1	<p>Replace the wording “as selected” in Clause 6.2.1 with “as stated”.</p> <p>The security to be provided by the Contractor shall be:</p> <ul style="list-style-type: none"> • a Fixed Performance Guarantee of ten per cent (10%) of the Contract Sum, plus • Retention Money amounting to five per cent (5%) of the Contract Price. <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee.</p> <p>The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data</p> <p>The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.</p>
6.2.2	<p>Replace the entire contents of Clause 6.2.2 with the following:</p> <p>“If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”</p>
6.2.3	<p>Replace the entire contents of Clause 6.2.3 with the following:</p> <p>“The Contractor shall ensure that the Fixed Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion.”</p>
6.5.1.2.3	The percentage allowance shall be seven percent (7%).
6.8.2	Contract Price adjustment will not be applicable to this contract.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1	In subclause 6.10.1 delete "monthly".
6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
6.10.1.9	<p><u>Add the following new clause:</u></p> <p>“The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5th working day of the subsequent month to the reporting month.”</p>
6.10.3	<p>Replace the entire contents of Clause 6.10.3 with the following:</p> <p>“Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.”</p> <p>The percentage retention shall be ten per cent (10%) and the “Limit of retention money” shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.</p>

Clause	Description / Wording
6.10.4	Replace the wordings “within 7 days” and “within 28 days” in Clause 6.10.4 with the wording “within 5 working days: and "within 30 days".
6.10.6.2	Replace the contents of Clause 6.10.6.2 with the following: “No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.”
6.11.1	Delete this clause.
7.2.1	Add the following at the end of Clause 7.2.1: "Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."
7.8	The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.
7.8.1	In subclause 7.8.1 delete the following: "(fair wear and tear excepted)"
7.8.2.2	In sub-subclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."
8.6	<u>Delete Clause 8.6. and replace with the following:</u>
8.6.1	Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site ⇒ Contract Works Insurance (including SASRIA Insurance) and ⇒ Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contact.
8.6.2	The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover: <u>Section 1 – The Contract Works</u> (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. “Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or

Clause	Description / Wording								
	<p>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p>Section 2 – Contract Liability</p> <p>Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p>								
8.6.3	<p>THE SUMS INSURED/LIMIT OF LIABILITY</p> <p>Section 1 – CONTRACT WORKS</p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss</p> <p>SECTION 2 - CONTRACT LIABILITY</p> <p>Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event.</p>								
8.6.4	<p>INCLUDED CONTRACTS</p> <p>The following Contracts are specifically included in the “blanket” cover arranged by the Contractor. The Contractor shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing.</p> <ol style="list-style-type: none"> 1. Any Contract with a Contract Price at award of over R100,000,000 2. Any Contract with a construction period at award exceeding 24 months 3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months 4. Any Contract involving <ol style="list-style-type: none"> 4.1 Underground Mine or Colliery Working' 4.2 Tunnelling 4.3 Foul Berthing 4.4 Stevedoring Work 4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water 								
8.6.5	<p>THE DEDUCTIBLES</p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>(A) STANDARD BUILDING CONTRACTS</p> <table border="1" data-bbox="408 1933 1444 2000"> <thead> <tr> <th data-bbox="408 1933 485 2000"></th> <th data-bbox="485 1933 778 2000">Description</th> <th data-bbox="778 1933 1102 2000">Existing</th> <th data-bbox="1102 1933 1444 2000">Renewal</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 2000 485 2000"></td> <td data-bbox="485 2000 778 2000"></td> <td data-bbox="778 2000 1102 2000"></td> <td data-bbox="1102 2000 1444 2000"></td> </tr> </tbody> </table>		Description	Existing	Renewal				
	Description	Existing	Renewal						

Clause	Description / Wording					
			Gross rate	Excess	Gross rate	Excess
	A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000
	2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000
	3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000
(B) CIVIL & ALL OTHER CONTRACTS						
		Description	Existing		Renewal	
			Gross rate	Excess	Gross rate	Excess
	B1	Contract Value up to R1M Canals/water channels & bridges	0.350%	0.25% of claim minimum R10 000 R35,000	0.350%	R 10,000
	2	Contract Value above R1M up to R5M Canals/water channels & bridges	0.350%	0.25% of claim minimum R20 000 R35,000	0.350%	0.25% of claim minimum R15,000 Minimum R35,000
	3	Contract Value above R5M Canals/water channels & bridges	0.350%	0.25% of claim minimum R50 000 R50,000	0.350%	0.25% of claim minimum R50,000
(C) LIABILITY RISKS						
Liability limit: R10,000,000						
	Description	Existing		Renewal		

Clause	Description / Wording				
		Gross rate	Excess	Gross rate	Excess
	All Contracts	0.10%	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services . R20,000 in respect of all other losses.	0.15%	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services . R10,000 in respect of all other losses.
	(D) SASRIA Rate : 1.00%				
8.6.6	The Contractor will pay all premiums in connection with the insurance effected by the Contractor.				
8.6.7	In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Contractor, the Contractor or sub-Contractor shall <ul style="list-style-type: none"> (a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage; (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent; (c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. 				
8.6.8	The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.				
8.6.9	Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Contractor shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.				
8.6.10	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.				
8.6.11	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: <ul style="list-style-type: none"> (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; 				

Clause	Description / Wording
	<p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p> <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p>
8.6.12	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
8.6.13	The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.14	The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.15	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.16	<p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <p>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p> <p>(b) Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p>
8.6.17	The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.
9.1.4	<p><u>Replace the contents of Clause 9.1.4 with the following:</u></p> <p>“Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p>

Clause	Description / Wording
	<p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p>
9.2.1.3	<p>Add the following after Clause 9.2.1.3.8:</p> <p>"9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time;</p> <p>9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or</p> <p>9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract."</p>
9.2.1.3.7	<p><i>Delete "or" at the end of this clause.</i></p>
10.3.2	<p>Dispute resolution shall be by amicable settlement.</p>
10.5.1	<p>Dispute resolution shall be by ad-hoc adjudication.</p>
10.5.3	<p>The number of Adjudication Board Members to be appointed is one (1).</p>
10.7.1	<p>The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.</p>
10.11	<p>Add the following additional clause:</p> <p>"Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."</p>
10.13	<p><i>Add the following additional clause:</i></p> <p>"Mandatory Subcontract Works</p> <p>Clause C3.3.2.1 shall be used to determine the minimum percentage of the value of the Contract excluding the Main Contractor's Preliminary and General Costs, VAT and contingencies that shall be subcontracted to EEs as stated in Part C3: Scope of Works, Section C3.3: Procurement. The percentage allowance shall include EE Preliminary and General and Profit. Refer to PSA 8.10."</p>
10.16	<p><i>Add the following new clause:</i></p> <p>"Expanded Public Works Programme (EPWP) reports</p>

Clause	Description / Wording
	<p>The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Annexure B, together with all monthly payment certificates. Payment to the Contractor will not be certified until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of R1500.00 per day will be applicable for every day after the 5th working day of the subsequent month to the reporting month.”</p>

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	The Contractor is:
1.2.1.2	The Contractor's address for receipt of communications and notices is: Address (Postal): Address (Physical): Telephone Number (Work): Telephone Number (After Hours): Facsimile Number: Electronic Mail Address (E-mail):

C1.3: FORM OF GUARANTEE

**PRO FORMA
PERFORMANCE GUARANTEE**

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” 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:

“Expiry Date”: This Performance Guarantee shall remain in full force and effect **until the issue of the Certificate of Completion of the Works** in terms of the Contract. (Refer Clause 2 hereunder).

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employers Agent of the **Certificate of Completion of the Works** or the date of payment in full of the Guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employers Agent and / or the Employer shall inform the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the **Final Payment Certificate** submit an **expense account** to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear zero percent (0%) interest.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)

BETWEEN

THE KOUGA LOCAL MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by in his/her capacity as
....., duly authorised by virtue of a resolution dated
....., attached hereto as Annexure A, of the said
(Herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

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

Contract number:

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

for and on behalf of the Contractor:

.....

(Name and address of organization)

Witness:

.....

(Full name in block letters as well as signature)

.....
 (Signature)

Date:

for and on behalf of the Employer:

Signature of authorised agent:

Name of authorised agent:

Capacity of authorised agent:

for the **Employer:**

**KOUGA LOCAL MUNICIPALITY
P O Box 21
Jeffreys Bay
6330**

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date:

C1.5: DISCLOSURE STATEMENT

**PRO FORMA
DISCLOSURE STATEMENT**

Date:

Contract:
(Name)

Contractor:
(Name)

Employer:
(Name)

Employers Agent:
(Name)

Dear Sirs

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

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

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

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

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

Name in full:

Signature:

C1.6: ADJUDICATION BOARD MEMBER AGREEMENT

**PRO FORMA
ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

Contractor:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

Employer:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

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

The Parties entered into a Contract for

..... (Name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2015 (GCC), must be referred to **ad-hoc / standing adjudication**.

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

undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employers Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of (amount) for (number) of months, and/or
 - b. A daily fee of (amount) based on a (number) hour day, and/or
 - c. An hourly fee of (amount), and/or
 - d. A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor / Employer)** * shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other party by half the amount so that fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at a prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature:

Employer's name:

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

*** Delete the inapplicable party**

CONTRACT

PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**
- C2.3 Summary Page for Bill of Quantities**

C2.1: PRICING INSTRUCTIONS

C2.1.1 **PREAMBLE TO THE BILL OF QUANTITIES**

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 Standardized Specifications".
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the "Reference Clause" or "Payment Refers" column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:
- | | | | | | |
|----------------------|---|-----------------------|-----------|---|-----------------------|
| mm | = | Millimetre | h | = | hour |
| m | = | Metre | kg | = | kilogram |
| km | = | kilometre | t | = | ton (1 000kg) |
| m ² | = | square metre | No | = | Number |
| m ² .pass | = | square metre-pass | Sum | = | Lump Sum |
| ha | = | hectare | MN | = | MegaNewton |
| m ³ | = | cubic metre | MN.m | = | MegaNewton-metre |
| m ³ .km | = | cubic metre-kilometre | PC Sum | = | Prime Cost Sum |
| ℓ | = | Litre | Prov Sum | = | Provisional Sum |
| kℓ | = | kilolitre | Lab.month | = | Labourer.Month |
| MPa | = | Mega Pascal | % | = | per cent (percentage) |
| Mℓ | = | Mega litre | kW | = | kilowatt |
- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

NOTE: CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2: BILL OF QUANTITIES

1	<u>CONSIZE DESCRIPTION OF WORK TO BE PERFORMED</u>				
1,1	<p>The works comprise the construction and installation of two perimeter security elements to be completed within 60 working days, namely a 280 m long × 1.6 m high freestanding boundary wall and 258 m of 1.8 m high ClearVu-type high-security fencing (138 m left and 120 m right).</p> <p>The boundary wall works include site establishment and preliminaries, site clearance, earthworks for strip footings, placement of 20 MPa ready-mix concrete, and construction of blockwork using coloured M190 concrete blocks laid in Class 2 mortar, complete with block piers and plaster copings. All required materials, labour, plant, brick force reinforcement, health and safety measures, and inspections shall be provided in accordance with the Bill of Quantities.</p> <p>The ClearVu fencing works include site establishment and preliminaries, setting out, excavation and installation of posts with concrete footings, and the fixing and alignment of high-density anti-climb and anti-cut pressed mesh panels. The panels shall be manufactured from 3 mm horizontal and 4 mm vertical high-tensile wires with an approximate mesh size of 76 mm × 13 mm, hot-dip galvanized after welding and Marine Fusion Bond Coated to a minimum 3.5 mm coated wire diameter and reinforced with 50 mm V-section ribs. All fittings, accessories, labour, plant, materials, health and safety measures, and inspections shall be included to deliver a complete, secure, and compliant installation in accordance with the specifications and Bill of Quantities.</p>				

	BILL OF QUANTITIES PART 1 (CIBD GRADING: 3GB)				
2,1	This BOQ shall be read in conjunction with drawings, specification and the RFQ clauses.				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION 01	PRELIMINARIES AND GENERALS				
BILL NO.01	-				
	<i>ESTABLISHMENT; DE-ESTABLISHMENT; ONGOING OPERATIONAL AND OVERHEAD COST & INCIDENTAL EXPENDITURE PROVISIONS</i>				
	<i>PRICING INSTRUCTIONS TO TENDERS</i>				
	<p>1. The rates and/or prices for items scheduled in this Section under the headings - ONCE- OFF ESTABLISHMENT COST - DE- ESTABLISHMENT COST and - ONGOING OPERATIONAL AND OVERHEAD COST include everything to cover the Contractor's direct costs, overheads, profit and expenses required for all risks, liabilities and obligations in terms of this contract.</p> <p>2. The items with the wording "Work Package" written in the rate columns represent the items which will be included under in each Work Package under this Section and will be priced for each Work Package.</p> <p>3. The total value of pricing this section cannot exceed 15% (excluding VAT) of the total value of the package document. (excluding VAT)</p> <p>4. The rates and/or prices for items scheduled in this section under the heading "INCIDENTAL EXPENDITURE PROVISIONS" must be priced in this framework tender. The Contractor hereby agrees that these rates will be used for compensation event cost calculation and pricing where applicable instead of Defined Cost, unless otherwise decided by the Employer, at the Employer's sole discretion. Any items not priced are deemed to be included</p> <p>5. Lump sum prices in this section are fixed for the contract, and are not subject to adjustment in compensation event assessments.</p>				
	<u>ONCE-OFF ESTABLISHMENT COST</u>				
	<i>(Claimable for payment upon completion of all related activities associated with each item)</i>				
	<i>Contractual Requirements</i>				
1	<i>Compliance with all clauses of the Contract and Works Information</i>	Item	1		-
2	<i>Compliance with the law, regulations and by laws</i>	Item	1		-

3	<i>Compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory</i>	Item	1		-
4	<i>Compliance with the stipulations of the Environmental Specification</i>	Item	1		-
5	<i>Insurance and liabilities</i>	Item	1		-
6	<i>Performance bond</i>	Item	1		-
	Establish Facilities on the Site				-
7	<i>Contract name board</i>	Item	1		-
8	<i>Storage container</i>	Item	1		-
9	<i>Ablutions and latrine facilities</i>	Item	1		-
11	<i>Tools and equipment</i>	Item	1		-
12	<i>Water supply</i>	Item	1		-
13	<i>Electricity supply</i>	Item	1		-
13	<i>Communication</i>	Item	1		-
	DE-ESTABLISHMENT COST				-
14	<i>Costs for complete removal of site establishment and restoration of the site to the Project Mangers satisfaction at the end of the contract:</i>	Item	1		-
	ONGOING OPERATIONAL AND OVERHEAD COST				-
	<i>Claimable for payment as a time-related cost during execution of the contract</i>				-
	<i>Contractual Requirements</i>				-
17	<i>Compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory</i>	Sum	1		-
18	<i>Storage container</i>	Sum	1		-
19	<i>Ablutions and latrine facilities</i>	Sum	1		-
20	<i>Tools and equipment</i>	Sum	1		-
21	<i>Water supply</i>	Sum	1		-
22	<i>Electricity supply</i>	Sum	1		-
23	<i>Communication</i>	Sum	1		-
	<i>Other</i>				-

24	Ongoing Operational and overhead cost	Sum	1		
SECTION NO.01 TOTAL BROUGHT FORWARD					

SECTION 2	BUILDING WORKS				
BILL NO.01	<u>EARTHWORKS</u>				
1,1	clear and grub along boundary wall line (2m wide on both sides of boundary wall) and cart away to dumping site	m	280		
1,2	excavations in earth not exceeding 2m deep for strip footings	m3	71		
1,3	excavations in earth not exceeding 2m deep for bases	m3	50		
	<i>extra over trench for excavations in earth for excavation in:</i>				
1,4	soft rock	m3	6		
1,5	hard rock	m3	12		
1,6	risk of collapse to side of excavations not exceeding 1.5m deep	m2	388		
1,7	back filling to sides of excavated trenches	m3	53		
1,90	cartaway surplus material to a dumping site	m3	68		
		Sub Total excl vat			
BILL NO.02	<u>CONCRETE</u>				
2,1	20Mpa/19mm unreinforced concrete in strip footings	m3	24		
2,2	20Mpa/19mm unreinforced concrete for bases	m3	17		
2,3	rough formwork to sides of strip footings and bases	m2	129		
2,4	making and testing 150x150x150mm concrete test cubes (set of 3)	set	6		
		Sub Total excl vat			
BILL NO.03	<u>BLOCKWORK(M190) AS PER THE DRAWINGS</u>				
3,1	blockwork in class 2 mortar build in stretcher bond in foundations including brick reinforcement built in horizontally	m2	96		
3,2	blockwork in class 2 mortar build in stretcher bond and pointing both sides in super structure including brick reinforcement built in horizontally	m2	384		
3,3	590x390x400mm high block column in sub-structure	no	103		
3,4	590x390x1600mm high block column in superstructure	no	103		
3,5	reinforced in-situ concrete coping to top of wall, cast to dimensions as shown on architects' drawings with 25mpa concrete in accordance with SABS/SANS standards	m	280		

3,6	reinforced in-situ concrete capping to top of columns, cast to dimensions as shown on architects' drawings with 25mpa concrete in accordance with SABS/SANS standards	no	103		
		Sub Total excl vat			
SECTION NO.02 TOTAL BROUGHT FORWARD					

	BILL OF QUANTITIES PART 2 (CIBD GRADING: SQ 3)				
2,2	This BOQ shall be read in conjunction with drawings, specification and the RFQ clauses.				
SECTION 03 CLEARVU FENCING					
BILLNO.01	<u>SITE CLEARANCE</u>				
1,1	clear and grub along fencing line (6m wide strip) and removal of existing fencing	m	258		
1,2	excavate in all materials, backfill and shape to provide an even grade ground level along fence line	m	258		
		Sub Total excl vat			
BILL NO.02	<u>FENCING AND ACCESS GATES</u>				
	Supply and install fencing complete, including mesh pannels, posts fixing accessories in accordance with manufacturer's specifications. Rate to include 10-year replacement guarantee on materials and workmanship. The guarantee will also include any cuts or insets required to complete the works of proposed design				
	<u>Cochrane ClearVu or Similar Approved:</u>				
	High density anti-climbing and anti-cut pressed mesh panel fencing at 1.8 m high , formed of 3mm diameter horizontal and 4mm diameter vertical high tensile wires hot dip galvanized post welding and then Marine Fusion Bond Coated (not less than 3.5mm coated wire diameter) with approximate size 76mm x 13mm and reinforced with 50mm V-section ribs to provide adequately vandalism resistant				
	The rate for fencing must be all inclusive and shall include supplying, transporting and erection of the fence panels, inclusive of the fence posts installation and all required fittings along the designated fenceline				
	Supply, Delivery and Installation of High Security Fencing Completed For:				
2,1	very Steep Terrain	m	258		
2,2	Supply, Delivery and Installation of fence posts, along designated fenceline on very steep terrain	no	8		
	Grade 15/19 concrete foundation posts	m3	3		

2,3	Type B Vehicle 6.0m wide Sliding gate complete with track	no	2		
		Sub Total excl vat			
	SECTION NO.03 TOTAL BROUGHT FORWARD				
	SUMMARY				
	SECTION 01_ PRELIMINARIES & GENERALS				
	SECTION 02 _ BUILDERS WORK				
	SECTION 03_ CLEARVU FENCING				
	SUB TOTAL				
	CONTINGENCIES @ 10%				
	TOTAL				
	ADD 15% VAT				
	TENDER AMOUNT				

C2.3: SUMMARY OF THE BILL OF QUANTITIES

SECTION 01: PRELIMINARY AND GENERAL	R
SECTION 02: BUILDERS WORK	R
SECTION 03: CLEARVU FENCING	R

NETT TOTAL OF TENDER	R
<i>ADD 15% FOR VALUE ADDED TAX</i>	R
OFFER AMOUNT CARRIED FORWARD TO FORM OF OFFER	R

Notes:

1. Contract Price is not subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
2. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

CONTRACT

PART 3 (OF 4): SCOPE OF WORK

- C3.1 Description of the Works**
- C3.2 Employer's Agenting**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**

C3.1: DESCRIPTION OF THE WORKS

CONSTRUCTION OF 280 M BY 1.6 M HIGH FREE STANDING BOUNDARY WALL AND SUPPLY AND INSTALLATION OF 258 M BY 1.8 M HIGH CLEAR VU FENCING ON ERF 335 PORTION 125 IN LINE WITH SANS 10400 STANDARDS AND IN COMPLIANCE WITH THE SOUTH AFRICAN NATIONAL BUILDING REGULATIONS.

STATUS

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

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer's objective is the supply and installation of approximately two perimeter security elements to be completed within a period of thirty (60) working days, comprising a 280 m long x 1.6 m high freestanding boundary wall and 258 m x 1.8 m high ClearVu-type high-security fencing (138 m to the left and 120 m to the right of the site).

The boundary wall works, falling under CIDB Class of Works GB, Grade 3, include full site establishment and preliminaries, setting out, site clearance along the boundary alignment, and all necessary earthworks for strip footings and column bases. The works further comprise the supply, placement, compaction, curing, and protection of 20 MPa ready-mix concrete for foundations and bases, and the construction of superstructure blockwork using coloured M190 concrete blocks laid in Class 2 mortar.

The wall shall be constructed complete with block piers, in-situ reinforced concrete copings and column caps, brick force reinforcement, and all associated finishes. All labour, materials, plant, equipment, temporary works, quality control, inspections, and compliance with applicable health, safety, and environmental requirements shall be included to deliver a complete and durable boundary wall installation.

The ClearVu fencing works falls under CIDB Class of Works CE with a minimum Subcontractor Qualification (SQ) Grade 3. These works include site establishment and setting out along the designated fence line, clearance and preparation of the fence alignment, excavation for post foundations, and the installation of fence posts cast into concrete footings. The fencing system shall comprise high-density, anti-climb and anti-cut pressed mesh panels at a height of 1.8 m, manufactured from 3 mm diameter horizontal wires and 4 mm diameter vertical high-tensile wires, with an approximate mesh aperture of 76 mm x 13 mm. Panels shall be hot-dip galvanised after welding and Marine Fusion Bond Coated to achieve a minimum 3.5 mm coated wire diameter, and reinforced with 50 mm V-section ribs to provide enhanced rigidity and resistance to vandalism.

The fencing works further include the supply and installation of all posts, fixings, brackets, fasteners, gates (where applicable), concrete, and accessories required to achieve correct alignment, tensioning, and secure fixing of the fencing system along varying terrain. All labour, materials, plant, equipment, supervision, quality assurance, and health and safety measures necessary to deliver a complete, secure, and compliant ClearVu fencing installation shall be provided by the nominated subcontractor. The main contractor shall remain fully responsible for coordination, integration, and overall performance of the subcontracted fencing works within the project programme.

Together, the combined works are intended to deliver a robust, secure, and durable perimeter solution that meets the Employer's functional, safety, and quality requirements within the specified construction period.

C3.1.2 OVERVIEW OF THE WORKS

The Contract Works comprise the supply and installation of:

- 280 m x 1.6 m high freestanding boundary wall, constructed in accordance with Table 18 – Free-standing walls (hollow units) of SANS 10400-K:2011 (National Building Regulations and Building Standards Act) and approved building plans
Supply and Installation of approximately 258 m x 1.8 m high ClearVu-type high-security fencing.

C3.1.3 EXTENT OF THE WORKS

The extent of the works under this Contract includes, but is not limited to, the following:

1. General

- Full site establishment, setting out, and demarcation of the works along the approved boundary alignment
- Compliance with all applicable statutory requirements, national standards, and local authority regulations.
- Provision of all labour, materials, plant, equipment, supervision, temporary works, and incidentals necessary to execute the works.
- Implementation and maintenance of all required health, safety, and environmental control measures for the duration of the contract.
- Coordination and management of subcontracted works, where applicable, including integration into the overall programme.

2. Boundary Wall Works (CIDB Class of Works: GB, Grade 3)

- Site clearance and preparation along the boundary wall footprint (*Surveyor to be appointed and place pegging accordingly*).
- Excavation for strip footings and column bases, including handling of excavated material.
- Supply, placement, compaction, curing, and protection of concrete for foundations, bases, and in-situ elements.
- Construction of freestanding boundary wall using hollow concrete masonry units, including block piers, reinforcement, mortar, and finishes.
- Construction of reinforced in-situ concrete copings and column caps to the required dimensions and levels.
- Alignment, verticality control, and completion of all wall elements to form a stable, durable, and compliant structure.

3. ClearVu Fencing Works (CIDB Class of Works: CE, Subcontractor Qualification SQ Grade 3)

- Clearance and preparation of the fencing alignment.
- Setting out, excavation, and construction of concrete footings for fence posts.
- Supply and installation of high-security ClearVu-type fencing panels, posts, fixings, and accessories.
- Installation of fencing to varying ground conditions, including steep terrain where applicable.
- Supply and installation of access gates, where required, complete with tracks, rollers, and locking mechanisms.
- All works necessary to achieve correct alignment, tensioning, rigidity, and security of the fencing system.

4. Completion and Handover

- Removal of temporary works, plant, and site establishment upon completion.
- Making good of disturbed areas adjacent to the works.
- Final inspection, correction of defects, and handover of the completed perimeter works to the Employer.

C3.1.4 LOCATION OF THE WORKS

The work area is located on Erf 335, portion 125, Ocean View, Jeffery's Bay



C3.1.5 TEMPORARY WORKS

No specific temporary works are envisaged in the current design or planned execution of the works except where the Contractor may want to incorporate it as part of his work method.

C3.1.6 EXISTING SERVICES

Should it be necessary to lower or relocate a service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to inform the Employer's Agent accordingly.

C3.1.7 PROVIDING ACCESS TO PRIVATE PROPERTIES, BUILDING AND FACILITIES

Access to residential properties, schools, churches, community facilities, and businesses within the Oceanview area shall be maintained by the Contractor at all times during construction.

The Contractor shall provide temporary access for vehicles and pedestrians in the form of portable bridges, temporary backfill, or other approved means, ensuring safe passage of people, vehicles, and goods.

All temporary crossings must be properly maintained and removed once no longer required.

The full extent of work areas where plant and personnel are operating shall be clearly demarcated, barricaded, and signposted to prevent access by the public, especially children in residential and school areas.

C3.1.8 ACCOMMODATION OF TRAFFIC

The Contractor should note that no existing roads or traffic lanes may be closed to traffic without prior written permission of the Employer's Agent and the approval of the KLM and or the Municipal Traffic Employer's Agent's office.

Every effort shall be made by the Contractor to keep disruption of existing traffic and pedestrian movements to the absolute minimum during construction. Where existing roads are used, they shall be protected from damage by construction traffic and repaired where instructed by the Employer's Agent.

The safety and convenience of the travelling public is to be considered of utmost importance, and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority.

Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Friday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Friday, inclusive.

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

Failure to maintain road signs, warning signs or flicker lights, and the like, in good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc., have been repaired / reinstated to his satisfaction.

The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).

The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Employer's Agent for approval.

C3.2: EMPLOYER'S AGENTING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Concept, feasibility and overall process	Employer
Basic Employer's Agenting and detail layout to tender stage	Employer
Final design to be approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings & GIS information	Contractor

DESIGN PROCEDURES

The Contractor shall take all statutory requirements, as well as the Site-Specific Health and Safety Specification and Basic Risk Assessment (refer to particular specification PB) into consideration when designing the Temporary Works.

Where the Contractor is to supply the design of designated parts of the permanent Works such as the elevated water tower but not limited to or temporary Works he shall supply full working drawings supported by a professional Employer's Agent's design certificate.

C3.2.2 DRAWINGS

The drawings are listed under **Appendix A**, which are bound at the back of the document.

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Refer to Clauses 5.11.1, 5.11.7 and 5.11.8 of the Tender Data and Form 1G: Form MBD 6: Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (80/20 version) of the Tender Data.

C3.3.1.2 Resources Standards pertaining to targeted procurement

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses 5.11.7 and 5.11.8 of the Tender Data.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) R 5M >, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- b) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- c) R 15M >, but < R 20 requires Bidder to sub-contract 20% of the value of the project
- d) R 20M >, but < R 30M requires Bidder to sub-contract 25% of the value of the project
- e) R 30M > requires Bidder to sub-contract 30% of the value of the project

IV. The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

V. The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

VI. Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service provers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

C3.3.2.2 Preferred subcontractors / suppliers

Local Emerging Enterprises registered on the Kouga Local Municipality Database and/or nominated by the municipality.

C3.3.2.3 Subcontracting procedures

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Subcontractors shall comply in full, to all aspects of the Contract.

C3.3.2.4 Attendance on subcontractors

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil Employer's Agenting infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.

- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.

C3.3.3 SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) outcomes 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, the Contractor shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{100} \times N_A$$

- Where
- D = tendered Contractor participation goal percentage.
 - D₀ = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.
 - N_A = Net Amount of the Tender
 - P = Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

C3.3.4 MONITORING / REPORTING

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

- C3.3.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

- C3.3.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:
- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;
 - b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;
- C3.3.4.3 Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.
- C3.3.4.4 The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer and shall notify the Contractor of this amount.
- C3.3.4.5 The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

C3.3.5 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EEs

(1) Dispute Avoidance and Resolution Procedures

The Contractor shall at all times

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the EE subcontractor concerned.
- (b) closely monitor all EE subcontracts and issue reasonable warnings when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall give EEs reasonable opportunity to avoid or make good any such contravention.

When taking any disciplinary actions or imposing any penalties provided for in the subcontract, the Contractor shall explain fully that such actions are in accordance with the conditions of subcontract.

Should any dispute arise between the Contractor and an EE, such dispute shall be resolved in accordance with the provisions of the subcontract.

Should an EE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the KLM database.

(2) **Quality of Work and Performance of EE subcontractors**

If, in the opinion of the Employer's Agent, an EE Subcontractor fails to comply with any of the criteria listed below, he/she shall issue a written warning to the Contractor stating all the areas of non-compliance.

- (a) Acceptable standard of work as set out in the subcontract specifications.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Site safety.

The circumstances that may warrant the issue of a written warning are, however, not limited to those listed above.

A copy of the letter of warning shall be forwarded to the Employer.

C3.3.6 ISSUING OF COMPLETION CERTIFICATE

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EE a Certificate of Completion co-signed by the Employer's Agent and a senior representative of the Contractor who has been duly authorised to do so.

C3.3.7 MEASUREMENT AND PAYMENT

No direct payment will be made for the cost of dealing with EE's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.

