



# **THEEWATERSKLOOF MUNICIPALITY**

## **TENDER NO. ENG 11/2022/23**

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### **CONTRACT DOCUMENT**

**FOR THE**

### **SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**

**(RETURNABLE DOCUMENT)**

<b>Name of Tenderer</b>	
<b>Address (Physical)</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Date</b>	
<b>Signature</b>	
<b>Amount (VAT Included)</b>	
<b>Duration</b>	

**NOTE:**

- The Form of Offer and Acceptance (C1.1) is on **page 72** of this document (see also Clause F.4.6 on **page 14**)

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**PREPARED BY:**

**THEEWATERSKLOOF MUNICIPALITY**

P O BOX 24

CALEDON

7230

Tel: (028) 214 3300

Fax: (028) 214 1289

**OCTOBER 2022**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY</b>					
<b>Bid Number:</b>	ENG 11/2022/23	<b>Closing Date:</b>	25 November 2022	<b>Closing Time:</b>	12:00
<b>Description:</b>	SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
Bid Response Documents may be Deposited in the Bid Box <b>NO. 1</b> situated at:					
<b>MUNICIPAL HEAD OFFICE</b>					
<b>6 PLEIN STREET</b>					
<b>CALEDON</b>					
<b>7230</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN <b>SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	
				<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED				4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		.....		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON	Lester Parnell	
CONTACT PERSON	Sergio Francis		TELEPHONE NUMBER	028 214 3300	
TELEPHONE NUMBER	028 214 3300		FACSIMILE NUMBER	028 212 2199	
FACSIMILE NUMBER	028 212 1229		E-MAIL ADDRESS	<a href="mailto:lesterpa@twk.org.za">lesterpa@twk.org.za</a>	
E-MAIL ADDRESS	<a href="mailto:sergiofr@twk.org.za">sergiofr@twk.org.za</a>				

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS Certificate/Pin/CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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



## THEEWATERSKLOOF MUNICIPALITY

**TENDER NO. ENG 11/2022/23**

### **SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**

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#### **GENERAL TENDER INFORMATION**

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<b>TENDER ADVERTISED</b>	:	Wednesday, 26 October 2022
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	1/2 CE or Higher, not lower than contractor grading designation calculated in accordance with the Construction Industry Development Regulations.
<b>SITE CLARIFICATION MEETING</b>	:	A compulsory clarification meeting to be held on Friday, 04 November 2022 at 10:00am.
<b>VENUE FOR SITE CLARIFICATION MEETING</b>	:	Genadendal Depot Strydomlaan Genadendal and then depart to Botrivier, Bluebell Street, Botriver.
<b>CLOSING DATE</b>	:	Friday, 25 November 2022
<b>CLOSING TIME</b>	:	12:00
<b>CLOSING VENUE</b>	:	Tender <b>Box 1</b> at the Municipal Office, 6 Plein Street, Caledon.
<b>VALIDITY PERIOD OF TENDER</b>	:	90 days
<b>TENDER BOX</b>	:	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.

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

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**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**Part T1: Tendering procedure**

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**T1.1 Tender Notice and Invitation to Tender**

**T1.2 Tender Data**

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

## T1.1 Tender Notice and Invitation to Tender

Theewaterskloof Municipality, Directorate: Technical and Infrastructure Implementation Services invites tenders for contract no: **ENG 11/2022/23 – SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**

Only tenderers who satisfy the eligibility and responsiveness criteria stated in the Tender Conditions and Tender Data (Clause F.2.1) are eligible to submit tenders. It is estimated that tenderers should have a CIDB contractor grading designation of 1/2 CE or Higher, not lower than contractor grading designation calculated in accordance with the Construction Industry Development Regulations.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality's Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. The 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on [www.csd.gov.za](http://www.csd.gov.za).

A set of tender documents may be obtained from Theewaterskloof Municipality, Directorate Technical and Implementation Services from **Friday, 21 October 2022** between 07:45 to 13:00 and 13:45 to 16:45, Monday to Thursday and between 07:45 to 13:00 and 13:45 to 15:30 on Fridays. Payment of a non-refundable tender participation fee of R550.00 (VAT inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Enquiries in this regard can be referred to Mr Hanro September at [hanrose@twk.gov.za](mailto:hanrose@twk.gov.za) or Mr Henri-John Philander at [Henri-johnph@twk.gov.za](mailto:Henri-johnph@twk.gov.za).

An electronic version of the tender document for information purposes only can be requested via email from [hanrose@twk.gov.za](mailto:hanrose@twk.gov.za).

All **technical queries** relating to this tender may be addressed to Mr Lester Parnell, Tel No. 028 212 3300 or e-mail: [lesterpa@twk.org.za](mailto:lesterpa@twk.org.za).

A compulsory clarification meeting with representatives of the Employer will take place at the Genadendal Depot Strydomlaan Genadendal on Friday, 04 November 2022 at 10:00 and the depart to Bluebell Street, Botrivier. Prospective tenderers who arrive later than 10:15 will not be allowed into the Clarification meeting. 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.

The closing time for receipt of tenders is **12:00 on Friday, 25 November 2022** at the Theewaterskloof Municipality, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked "**ENG 11/2022/23 – SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**", must be placed in Tender Box No. 1, located at the main entrance of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the original tender documentation that is issued from Theewaterskloof Municipality.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received.

B. Ngubo  
Acting Municipal Manager  
Theewaterskloof Municipality  
P O Box 24  
CALEDON  
7230

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

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## T1.2 Tender Data

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The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

#### Clause No. Tender Data

##### F.1 General

##### F.1.1 Actions

*Add the following:*

The Employer is the Theewaterskloof Municipality, represented by the Deputy Director: Technical and Infrastructure Implementation Services.

##### F.1.2 Tender Documents

*Add the following:*

"The following documents form part of this tender:

**VOLUME 1:** The General Conditions of Contract for Construction Works (Third Edition, 2015) as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** **SANS 1200:** The Standardized specification for civil engineering construction. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The contract documents issued by the Employer comprise:



**VOLUME 3:** The Contract Document (this document), in which is 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 Confirmation of Receipt

C1.3 Contract Data

C1.4 Form of Guarantee

C1.5 Occupational Health & Safety Agreement

C1.6 Insurance Broker's Warranty

C1.7 Contract of Temporary Employment as Community Liaison Officer

**Part C2: Pricing Data**

C2.1 Pricing Instructions

C2.2 Bills of Quantities

**Part C3: Scope of Work**

C3.1 Description of the Works

C3.2 Procurement

C3.3 Engineering

C3.4 Construction

C3.5 Management

C3.6 Annexures

Volume 3 (including Part Two) is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**VOLUME 4:** Occupational Health & Safety Specification

**VOLUME 5:** Drawings

F.1.5 **The Employer's right to accept or reject any tender offer**

*Add the following:*

F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F.1.6.2 **Competitive negotiation procedure**

*Add the following to F.1.6.2*

A competitive negotiation procedure will not be followed.

F.1.6.3 **Proposal procedure using the two-stage system**

*Add the following to F.1.6.3*

A two-stage system will not be followed.

F.2 Tenderer's obligations

F.2.1 **Eligibility**

*Add the following to F.2.1:*

F.2.1.1 Only those tenderers who satisfy the following criteria are eligible to submit tenders:

- a) Must comply with a CIDB grading of 1/2 CE or Higher, not lower than contractor grading designation calculated in accordance with the Construction Industry Development Regulations. Tenderers can also provide their CIDB registration number- Append to **Schedule 2A**.
- b) Payment of the tender deposit of R550.00 (VAT Inclusive)- Append to **Schedule 2J**.

F.2.1.1.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered 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, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **CE** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

F.2.7 **Clarification meeting**

*Add the following:*

The arrangements for a **compulsory** site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.

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. Proof of this must be provided at the Clarification meeting. Failure to meet the above criteria may lead to disqualification.

F.2.12 **Alternative tender offers**

*Add the following to F.2.12.1:*

F.2.12.1 No Alternative offers will be considered.

F.2.13 **Submitting a tender offer**

*Replace sub-clause F2.13.2 with the following:*

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, by hand written in non-erasable black ink.

*Add the following to F.2.13.3*

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

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

F.2.13.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following to F.2.13.5:*

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

<b>Location of tender box:</b>	Tender Box No. 1 at the entrance of the municipal head office
<b>Physical address:</b>	Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230
<b>Reference number:</b>	Tender number: <b>ENG 11/2022/23 - SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL</b>

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER ENG 11/2022/23: PROJECT: SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to F.2.13.6:*

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

*Add the following sub-clause after F.2.13.9:*

F.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.

## F.2.15 **Closing time**

*Add the following to F.2.15.1:*

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

## F.2.16 **Tender offer validity**

*Add the following to F.2.16.1:*

F.2.16.1 The tender offer validity period is **90 days**.

## F.2.17 **Clarification of tender offer after submission**

*Add the following to F.2.17:*

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.3.8

## F.2.18 **Provide other material**

*Delete the following word in F.2.18.1:*

“Notarized”.

*Add the following to F.2.18.1:*

F.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R10 million**:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate 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;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.2.23 **Certificates**

*Add the following:*

The tenderer is required to submit the following with his tender or on request.

F.2.23.1 **Certificate of Contractor Registration (CIDB)**

The Certificate of Contractor Registration is issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. Append to **Schedule 2A**.

F.2.23.2 **Tax Compliance Status Pin Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status Pin Certificate issued by SARS. **Append to Schedule 2C**. In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the certificate.

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

F.2.23.3 **Bargaining Council Certificates**

Where applicable, a certificate of compliance issued by the relevant Bargaining Council must be submitted. Append to **Schedule 2L**.

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

F.3 **The Employer's Undertakings**

F.3.2 **Issue Addenda**

*Add the following to F.3.2:*

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.

#### F3.4 **Opening of tender submissions**

*Add the following to F.3.4.1:*

##### F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders, as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

**Time: 12:00 on Monday, 25 November 2022**

**Location: COUNCIL CHAMBERS, THEEWATERSKLOOF MUNICIPALITY, 6 PLEIN STREET, CALEDON, 7230.**

##### F.3.8 **Test for Responsiveness:**

*Add the following:*

Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of bid document)

- The tenderer did not sign and complete the Form of Offer part,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer has failed to comply with the scope of works as advertised,
- The tenderer has failed to comply with the pricing instruction, and
- The tenderer has failed to comply with the additional conditions of tender clause F4.6.

*Add the following two sub-clauses after F.3.8*

##### **Test for Administrative Compliance**

Tenders will be considered non-compliant if, inter alia: (These documents may be requested)

- a) The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.
- b) The tenderer has failed to include, append and sign, where prompted in the Returnable Schedules, any and all additional information requested.
- c) The tenderer has not submitted a municipal account of where the head office of the company is registered or in case where the premises are leased, the tenderer has not provided a copy of the lease of the premises. The successful tenderer will be required to submit updated municipal accounts on a quarterly basis.
- d) The tenderer has failed to submit a valid tax clearance status pin certificate. A valid tax clearance status pin certificate may be requested.
- e) The tenderer has failed to submit a certified valid B-BBEE certificate, whereas points were claimed and a copy of the certificate was supplied, a certified copy of the valid B-BBEE certificate may be requested.
- f) The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA and UIF payments. A certified copy of the proof of good standing may be requested.
- g) The tenderer has failed to submit proof of registration with the relevant Bargaining Council (or relevant affiliation). Proof of registration may be requested.
- h) The tenderer failed to append to **Schedule 2J** proof of payment of the tender participation fee. Proof of payment of the tender participation fee may be requested.
- i) The tenderer has failed to append to Schedule 2A a CIDB grading certificate. A CIDB grading certificate or registration number may be requested.

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.

### **F.3.9      Arithmetical errors**

*Delete the contents of Sub-clauses F.3.9.2 to F.3.9.4 and replace with the following:*

#### **F.3.9.2      Check responsive tender offers 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

#### **F.3.9.3      Correct arithmetic errors in the following manner:**

- (a) If bill of quantities (or schedule 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 unit rate shall govern and the line item total shall be corrected.
- (b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.

#### **F.3.9.4      Notify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 of all errors or omissions that are identified in the tender offer and invite the tenderer to confirm the tender offer as tendered and accept the corrected total of prices.**

#### **F.3.9.5      Check responsive tender offers for unbalanced unit rates and request tenderers to consider amending and adjusting any rates declared unbalanced by the Employer in accordance with F.4.3 while retaining the total of the prices derived after any correction made in terms of this condition to tender.**

Reject a tender offer if the tenderer does not correct or accept the correction of arithmetical errors and consider rejection of a tender offer if the tenderer refuses to amend/adjust an unreasonable, unbalanced rate in the manner described above.

### **F.3.11      Evaluation of tender offers**

#### **F.3.11.1      General**

*Add the following:*

Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2017. The value of the tender is estimated to not exceed R50 000 000-00 and therefore the 80/20 system shall be applicable. The financial offer will be scored using Method 1, 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.

### F.3.11.2 Method 1: Price and Preference

*Add the following:*

Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2017. The value of the tender is estimated to not exceed R50 000 000 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.

#### Evaluation of tender offers

##### General

The municipality reserves the right to appoint the bidder scoring first, second and third highest preference points at any time during the duration of the contract. When the tenderer scoring the highest points cannot perform on the contract, the municipality has the right to purchase from the tenderer scoring the second highest points and if the second highest points scorer cannot perform on the contract, the municipality reserves the right to purchase from the tenderer scoring the third highest points.

#### Contract Value/Price

##### THE 80/20 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

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

#### Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

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

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 bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate of EME affidavit is not attached, it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points are not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B-BBEE Certificate or EME Affidavit if a valid certificate is not attached at closing of tender

### **F3.13 Acceptance of tender offer**

*Add the following to F.3.13:*

- F.3.13.1**
- a) the tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. (In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the original certificate);
  - b) the tenderer is registered with the CIDB with an appropriate category of registration;
  - c) the tenderer is not in arrears for more than THREE (3) months with municipal rates and taxes and municipal service charges. (Contractors must submit proof of payment of municipal rates and taxes to the Client on a three-monthly basis);
  - d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  - e) the tenderer has not:
    - i) abused the Employer's Supply Chain Management System; or
    - ii) failed to perform on any previous contract and has been given a written notice to this effect;
  - f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.



#### F.3.13.2 **SCM Related Appeals**

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

#### F.3.18 **Provide copies of the contract**

*Add the following:*

The number of paper copies of the signed contract to be provided by the Employer is **one**.

#### F.4 **Additional Conditions of Tender**

The additional conditions of tender are:

##### F.4.1 **Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 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.

The Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons, including a succession plan.
- (2) Contractor's induction training program for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire- and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

**F.4.2 Eligibility with respect to expanded public works program**

This Contract does **not** qualify for consideration as an Expanded Public Works Programme project.

**F.4.3 Claims arising after submission of tender**

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

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

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

**F.4.4 Imbalance in tendered rates**

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

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

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

**F.4.5 Use of Local Labour**

Not applicable.

#### F.4.6 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (Form of Offer and Acceptance);
- b) if the tender is not completed in handwritten non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

#### F.4.7 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### F.4.8 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy, the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
  - Certificate of attendance at a compulsory site inspection, where applicable.
- b) has indicated whether:
  - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
  - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Municipality is prohibited from making an award to:

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Municipality; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete **Schedule 1B**, Part T2.1: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

#### F.4.9 **Combating abuse of the Supply Chain Management Policy**

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the City or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedules 2G, 2H and 2I**, Part T2.1: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act and Certificate of Independent Tender Determination. Failure to complete this schedule may result in the tender not being considered.

#### F.4.11 **COIDA payments**

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2K** and append the letter in this regard

#### F.4.12 **Price Variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

#### F.4.13 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hard copy. 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 contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.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. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. 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.
- (e) Any non-compliance with these provisions, including effecting any un-authorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. 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.

- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.14 Bidders who do not submit a valid B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

- A trust, consortium or joint venture must submit a consolidated B-BBEE Status. Level Verification Certificate for every separate bid.

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**ANNEX F**  
**(NORMATIVE)**  
**STANDARD CONDITIONS OF TENDER**

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As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015.

**F.1 General**

**F.1.1 Actions**

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

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

- F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-
  - (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - (b) funds are no longer available to cover the total envisaged expenditure; or
  - (c) No acceptable tenders are received.
- F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

Number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive negotiation procedure**

- F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

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

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

#### **F.2.2 Cost of tendering**

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

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

#### **F.2.3 Check documents**

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

#### **F.2.4 Confidentiality and copyright of documents**

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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



## **F.2.7 Clarification meeting**

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

## **F.2.8 Seek clarification**

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

## **F.2.9 Insurance**

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

## **F.2.10 Pricing the tender offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

## **F.2.11 Alterations to documents**

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

## **F.2.12 Alternative tender offers**

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

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

## **F.2.13 Submitting a tender offer**

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

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

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

- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds 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.

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to

the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

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

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

### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate 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 B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.6 Non-disclosure**

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

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

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9      Arithmetical errors, omissions and discrepancies**

**F.3.9.1**      Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F3.9.2**      The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.  
Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.10      Clarification of a tender offer**

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

### **F.3.11      Evaluation of tender offers**

#### **F.3.11.1      General**

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

#### **F.3.11.2      Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for B-BBEE contribution
- 3) Add the points scored for price and B-BBEE.

#### **F.3.11.3      Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- (1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- (2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- (3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- (4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R1 000 000 (all applicable taxes included):

**80/20**

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

Where:

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;  
*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and  
*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R1 million**

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

**90/10**

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

Where:

- $P_s$  = Points scored for comparative price of tender or offer under consideration;  
 $P_t$  = Comparative price of tender or offer under consideration; and  
 $P_{\min}$  = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Price**

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

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

Where:

- $N_{FO}$  is the number of tender evaluation points awarded for price.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.  
 $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

**F.3.11.8 Scoring preferences**

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

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

**F.3.11.9 Scoring functionality**

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

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

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

Where:

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

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

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

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.



#### **F.3.14 Prepare contract documents**

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

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

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

#### **F.3.15 Complete adjudicator's contract**

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

#### **F.3.16 Notice to unsuccessful tenderers**

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

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

#### **F.3.17 Provide copies of the contracts**

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

#### **F.3.18 Provide written reasons for actions taken**

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

#### **F3.19 Transparency in the procurement process**

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

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work

- Contract start date and duration
- Contract evaluation reports

- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees.
- F3.19.7** The information must be published on the employer's website.
- F3.19.8** Records of such disclosed information must be retained for audit purposes.

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## ANNEX G

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

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

Contractor Grading Designations	Tender Value Range designation	Maximum value (R) of contract that a Contractor is considered capable of performing (CIDB Regulation 17)
1 (class of construction works)	1	R 500 000
2 (class of construction works)	2	R 1 000 000
3 (class of construction works)	3	R 3 000 000
4 (class of construction works)	4	R 6 000 000
5 (class of construction works)	5	R 10 000 000
6 (class of construction works)	6	R 20 000 000
7 (class of construction works)	7	R 60 000 000
8 (class of construction works)	8	R 200 000 000
9 (class of construction works)	9	No limit

**Table G2: Classes of construction work (see next page)**

**Table G2: CLASSES OF CONSTRUCTION WORK**

Description	Designation	Definition	Basic works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Description	Designation	Definition	Basic works types	Examples
General building works	GB	<p>Construction works that:</p> <p>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or</p> <p>b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.</p>	<p>Buildings and ancillary works other than those categorised as being:</p> <p>c) civil engineering works;</p> <p>d) electrical engineering works;</p> <p>e) mechanical engineering works; or</p> <p>f) specialist works.</p>	<p>Buildings for domestic, industrial, institutional or commercial occupancies</p> <p>Car ports</p> <p>Fences other than classified as SS</p> <p>Stores</p> <p>Walls</p>
Mechanical engineering works	ME	<p>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</p>	<p>Machine systems including those relating to the environment of building interiors:</p> <p>a) gas transmission and distribution systems</p> <p>b) pipelines</p> <p>c) solid waste disposal</p> <p>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,</p> <p>e) continuous process systems</p> <p>f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic chemical processes.</p>	<p>Air-conditioning and mechanical ventilation</p> <p>Boiler installations and steam distribution</p> <p>Central heating</p> <p>Centralised hot water generation</p> <p>Cranes and hoists</p> <p>Dust and sawdust extraction</p> <p>Compressed air, gas and vacuum installations</p> <p>Conveyor and materials handling installations</p> <p>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes</p> <p>Kitchen equipment</p> <p>Laundry equipment</p> <p>Lift installations and escalators</p> <p>Refrigeration and cold rooms</p> <p>Waste handling systems (including compactors)</p>

Description	Designation	Definition	Basic works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

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**Part T2: Returnable Documents**

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<b>T2.2</b>	<b>Returnable Schedules .....</b>	<b>36</b>

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## T2.1 List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

#### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- 1A Authority for Signatory
- 1B Compulsory Enterprise Questionnaire
- 1C Contractors information
- 1D Schedule of Proposed Sub-Contractors
- 1E Schedule of estimated Local Labour to be employed on the contract
- 1F Preliminary Program
- 1G Estimated Monthly Cash-flow
  
- 2A Certificate of Contractor Registration Issued by the CIDB
- 2B Certificate of Authority for Joint Ventures
- 2C Tax Compliance Status Pin Certificate requirements (MBD 2)
- 2D Declaration of Interest (MBD 4)
- 2E Preference points claim form in Terms of the Preferential Procurement regulations 2017 (MBD 6.1)
- 2F Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
- 2G Certificate of Independent Bid Determination (MBD 9)
- 2H Declaration in terms of the MFMA in terms of Municipal Rates & Services
- 2I Financial standing
- 2J Proof of Payment of Tender Participation Fee
- 2K Letter of Good Standing with the relevant Authorities and Bargaining Council Certificate

#### 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

- 3A Record of Addenda to Tender Documents
- 3B Form of Indemnity
- 3C Occupational Health and Safety Plan

#### 4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Confirmation of Receipt
- C1.3 Contract Data
- C1.4 Form of Guarantee
- C1.5 Occupational Health and Safety Agreement
- C1.6 Insurance Broker's Warranty
- C1.7 Contract of Temporary Employment of Community Liaison Officer
  
- C2.1 Pricing Instructions
- C2.2 Bills of Quantities

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



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**T2.2 Returnable Schedules**

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#### SCHEDULE 1A: 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	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 ....., was authorized to sign all documents in connection  
with this tender for contract ..... and any contract resulting from it on behalf of the company.

#### As witnesses :

1. .... Chairman : .....
2. .... Date : .....

Tenderers must attach a copy of the Resolution of the Board.

#### 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 ..... to sign all documents in connection with  
the tender for Contract ..... and any contract resulting from it on our  
behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. .... Signature : Sole owner: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ..... , to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

# THEEWATERSKLOOF MUNICIPALITY

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### **SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name & Address of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

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

\* Insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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;
- 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;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



4.1 REGISTERED NO. (if applicable)

5. VAT REGISTRATION NO.  
(if applicable) (Attach certified copy)

5.1 RATES SERVICES ACCOUNT NO.

6. ANNUAL SALES/TURNOVER (Previous financial year)

20..... R .....

20..... R .....

20..... R .....

7. TOTAL ASSETS (Previous financial year)

20..... R .....

20..... R .....

20..... R .....

8. CURRENT CONTRACTS WITH COUNCIL

CONTRACT NO. 1.  2.  3.

DURATION

APPROXIMATE VALUE R  R  R

DATES CONTRACTS WERE SIGNED

PAYMENT TERMS

9. PREVIOUS CONTRACTS WITH COUNCIL (Last financial year only)

CONTRACT NO.

APPROXIMATE VALUE R  R  R

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME

ADDRESS

CODE

11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

Initials	Qualifications	Surname
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

Initials	Qualifications	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

## PART 2

### 12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

	Initials *HDI	Surname	ID Number	Sex	% Holding	
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
7.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO
8.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	YES/NO

13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT TYPE OF BUSINESS

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

I..... (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

SIGNATURE

DATE

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

\*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR
- WHO IS A FEMALE; AND/OR
- WHO HAS A DISABILITY

PROVIDED THAT A PERSON, WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.



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SCHEDULE 1D: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-contractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. **If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.**

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**SCHEDULE 1E: SCHEDULE OF LOCAL LABOUR TO BE EMPLOYED ON THE CONTRACT**

DESCRIPTION	NUMBER				TOTAL
DESCRIPTION OF TASK / ELEMENT / TRADE	ARTISANS AND OR SKILLED LABOUR	SEMI-SKILLED LABOUR	LABOURERS	OTHERS	LABOUR / TASK
TOTAL ESTIMATED ACTUAL LOCAL LABOUR: .....					

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Note: where the same labour is to be re-used on various tasks the total labour/tasks and the total actual labour will differ

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**SCHEDULE 1F: PRELIMINARY PROGRAMME**

The tenderer shall attach a preliminary programme, to this schedule.

This programme, and all subsequent programmes shall be in the MS Projects format acceptable (approved by the Employer) time/activity form reflecting the proposed sequence, critical path, and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**SCHEDULE 1G: ESTIMATED MONTHLY CASH-FLOW**

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

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

<b>MONTH</b>	<b>VALUE</b>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<b>TOTAL</b>	

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB**

Please attach to this page either a certificate of Contractor Registration issued by the Construction Industry Development Board or proof of registration in terms of the Construction Industry Development Board Act. Tenderers may also provide their registration number for verification on the CIDB website

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# THEEWATERSKLOOF MUNICIPALITY

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### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

#### SCHEDULE 2B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

a) This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

....., authorized signatory of the company, close corporation or partnership

....., acting in the capacity of lead partner, to sign

all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

**Note:** A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

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#### SCHEDULE 2C: TAX COMPLIANCE STATUS PIN CERTIFICATE REQUIREMENTS AND APPLICATION FORM

MBD 2

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

- 1 In order to meet this requirement (where necessary) bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid.

**a. Tax Compliance Status (TCS) Pin as of 18 April 2016**

- i. **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.** This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted. Service provider's status which is found inactive or non-compliant their offers will be omitted. As a result, Tenderers who are not in possession of an original Tax Clearance Certificate must issue the municipality with the following:

1.	Tax Clearance Certificated printed for SARS E-filing	
2.	Tax Reference Number:	
3.	Tax Compliance Status Pin:	

- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch Office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

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### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

#### SCHEDULE 2D: DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or he representative .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....  
.....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars ....  
.....

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

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

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



- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars .....
- .....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars .....
- .....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars .....
- .....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars .....
- .....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars.....
- .....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

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### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

#### SCHEDULE 2E: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

#### 8.4 Type of Company/ Firm

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [Tick applicable box]

#### 8.5 Describe Principal Business Activities

.....

.....

.....

.....

#### 8.6 Company Classification

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [Tick applicable box]

#### 8.7 Municipal Information

Municipality where business is situated:.....

Registered Account Number: .....

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

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

.....  
SIGNATURE(S) OF TENDERERS(S)

DATE: .....

ADDRESS: .....

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

#### SCHEDULE 2F: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

## CERTIFICATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder



# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

#### SCHEDULE 2G: CERTIFICATE OF INDEPENDENT BID DETERMINATION

#### MBD 9

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

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

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

## CERTIFICATE OF INDEPENDENT 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or service to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

**SCHEDULE 2H: DECLARATION IN TERMS OF THE MFMA  
(ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES**

**NAME OF ENTERPRISE/TENDERER\*:** .....

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Theewaterskloof Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

**SIGNED ON BEHALF OF ENTERPRISE/TENDERER:** .....

**DATE:** .....

**DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND  
SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.**

\* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

**SCHEDULE 2I: FINANCIAL STANDING**

**“TENDERERS SHOULD APPEND PROOF OF BANK GRADING TO THIS SCHEDULE”**

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

**SCHEDULE 2J : PROOF OF PAYMENT OF TENDER PARTICIPATION FEE**

The tenderer should attach to this page proof of payment of the tender participation fee as stipulated in the tender advertisement.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

**SCHEDULE 2K : LETTER OF GOOD STANDING WITH RELEVANT AUTHORITIES AND  
BARGAINING COUNCIL CERTIFICATE**

The tenderer must attach to this page a letter from the relevant authorities indicating his good standing with regard to UIF payments and COIDA as well as certificates issued by relevant Bargaining Council. Each party to a Joint Venture or Consortium shall submit separate documents.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**UPGRADING OF ROADS AND STORMWATER IN BOTRIVER AND GENADENDAL**

**SCHEDULE 3A : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

<b>No.</b>	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

**SCHEDULE 3B: FORM OF INDEMNITY**

The tenderer must complete this page

THE MUNICIPAL MANAGER  
Theewaterskloof Municipality

**INDEMNITY**

Given by ..... (Name of Company)

of .....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by .....

..... (Name of Representative) in his capacity as

.....(Designation) of the Contractor is

duly authorised hereto by a resolution dated .....

To sign on behalf of the Contractor.

WHEREAS THE CONTRACTOR HAS ENTERED INTO A CONTRACT DATED .....  
WITH THEEWATERSKLOOF MUNICIPALITY (HEREINAFTER CALLED THE MUNICIPALITY) WHO  
REQUIRE THIS INDEMNITY FROM THE CONTRACTOR FOR THE

**CONTRACT: ENG 11/2022/23 – SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

**SIGNATURE:** .....

**THUS DONE AND SIGNED** for and on behalf on the Contractor.

At ..... on the ..... day of ..... In the  
presence of the subscribing witnesses.

**AS WITNESSES**

1..... (Designation) .....  
.

2..... (Designation) .....  
.

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

#### SCHEDULE 3C: OCCUPATIONAL HEALTH & SAFETY PLAN

##### OCCUPATIONAL HEALTH AND SAFETY ACT (Act No 85 of 1993)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 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 prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

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

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**Part C1: Agreements and Contract Data**

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- C1.1 Form of Offer and Acceptance (Agreement)**
- C1.2 Confirmation of Receipt**
- C1.3 Contract Data**
- C1.4 Form of Guarantee**
- C1.5 Occupational Health and Safety Agreement**
- C1.6 Insurance Broker's Warranty**

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

## C1.1 Form of Offer and Acceptance

### Offer

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

**TENDER NO. ENG 11/2022/23: SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**

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

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

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

Rand.....

..... (in words);

R..... (in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....

(Name and .....

address of  
organization/tenderer) .....

Name and  
signature  
of witness .....

Date .....

## Acceptance

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

The terms of the contract are contained in:

Part C1: Agreements and contract data (which includes this agreement)  
Part C2: Pricing data  
Part C3: Scope of work

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....  
Name(s) .....  
Capacity .....

**For the  
Employer**      Theewaterskloof Municipality  
                    6 Plein Street  
                    CALEDON  
                    7230

Name and .....  
Signature .....  
of witness .....  
Date .....

## Schedule of Deviations

### Notes:

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

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

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

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

**For the Tenderer: (To be signed after award of the tender)**

Signature(s) .....  
Name(s) .....  
Capacity .....  
(Name and address of organization/tenderer) .....

.....  
.....

Name and signature of witness .....  
Date .....

**For the Employer:**

Signature(s) .....  
Name(s) .....  
Capacity .....

**For the Employer**    Theewaterskloof Municipality  
6 Plein Street  
CALEDON  
7230

Name and .....  
.....

Signature of witness .....  
.....

Date .....  
.....



**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

---

**C1.2 Confirmation of Receipt**

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

The ..... (day)

Of ..... (month)

20..... (year)

At ..... (place)

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

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## C1.3 Contract Data

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

#### GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

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

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

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this contract and shall be replaced with the documentation bound into this tender document.

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

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

#### CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

##### **Clause 1.1.1.13:**

The Defects Liability Period is **12** months.

##### **Clause 1.1.1.14:**

The time for achieving Practical Completion is **2 weeks**, inclusive of the **14 day** period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

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

The **Employer** is the **THEEWATERSKLOOF MUNICIPALITY**, represented by the **Deputy Director: Technical and Infrastructure Implementation Services** and/or such other person or persons duly authorized thereto by the Employer in writing.

The name of the Employer is: **THEEWATERSKLOOF MUNICIPALITY** and is referred to in this Contract Document by the terms “Employer” or “Theewaterskloof Municipality” as the context provides.

**Clause 1.1.1.16:**

The **Employers Agent**, referred to in the documents, is the TWK Directorate Technical & Infrastructure Implementation Services, acting through a Deputy Director or an official authorised thereto in writing.

The name of the Employers Agent is: **Mr L Parnell**, or their successor duly appointed by the Employer.

For the purposes of this tender the Employer’s Agent will be the same person as the Engineer referred to in this document and in the SANS 1200.

**Clause 1.1.1.26:**

The Pricing Strategy is a Re-measurement Contract.

**Clause 1.1.1.28:**

Replace with the following:

“**Scope of Work**” means the document(s) containing the Standard Specifications, the Project/Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed.

**Add the following clauses after Clause 1.1.34:**

1.1.35 “**Drawings**” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

1.1.36 “**Letter of Notification**” means the letter of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Form of Offer and no rights shall accrue.

**Clause 1.2.1.2:**

The address of the Employer is:

Physical address: 6 Plein Street  
Caledon  
7230

The address of the Engineer is:

Physical address: 26 Kerk Street  
Caledon  
7230

Email: [lesterpa@twk.gov.za](mailto:lesterpa@twk.gov.za)  
Tel No: 028 214 3300

**Clause 3.2.3:**

The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.3.1 Nomination of Engineer’s Representative
2. Clause 3.3.4 Engineer’s authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.2 Suspension of the Works
5. Clause 5.12.1 Extension of time for Practical Completion
6. Clause 5.12.4 Acceleration instead of extension of time
7. Clause 6.3.1 Variations

#### **Clause 4.3:**

*Add the following clause after Clause 4.3.2.:*

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (**C1.5 of Contract Data**) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) **within fourteen (14) days after the Commencement Date**. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

#### **Clause 5.3.1:**

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (**C1.5 of the Contract Document**)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

#### **Clause 5.3.2:**

The time to submit the documentation required before commencement with Works, refer to **Clause 5.3.1**, above) execution is **14 days**.

#### **Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

*Add the following clause after Clause 5.4.3:*

- 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

#### **Clause 5.8.1:**

The non-working days are Saturdays and Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.
- (2) The year end break as published by SAFCEC

#### **Clause 5.12.2.2:**

The Contractor shall make allowance for the average rainfall and windy conditions that may exist during the contract period. All necessary steps shall be taken to proceed with the Works despite inclement weather. The Contractor shall however record all rainy and windy periods, which adversely affect the Contract. The Contractor shall record the daily rainfall measurements read at Gauge 0006039 of Genadendal, which is the official gauge. Extension of Time in terms of Clause 5.12 of the General and Special Conditions of Contract arising from abnormal climatic conditions shall be applied as follows:

Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive any extension of time. The value of "n" for this Contract shall be based on the loss of **50 working days** per annum due to inclement weather.

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
  - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
  - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
  - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
  - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

When considering extension of time for abnormal climatic conditions, the effect of the loss of 32 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.

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

Month	"n" Working days
January	3 days
February	3 days
March	3 days
April	4 days
May	5 days
June	5 days
July	6 days
August	6 days
September	5 days
October	4 days
November	3 days
December	3 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

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

#### **Clause 5.13.1:**

The penalty for failing to complete the Works is **R2 500.00 (excluding 15% VAT)** per calendar day.

#### **Clause 5.16.3:**

The latent defects period is **10** years

#### **Clause 6.2.1:**

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in **C1.4**.

#### **Clause 6.2.2:**

*Delete Clause 6.2.2 in its entirety.*

#### **Clause 6.2.3:**

*Delete Clause 6.2.3 in its entirety and replace with the following:*

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

#### **Clause 6.5.1.2.3:**

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

#### **Clause 6.8.2:**

*Add the following to Clause 6.8.2:*

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20

b = 0,25

c = 0,20

d = 0,35

The base month is the month prior to the Closure Date of the Tender.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index for All Items within the Western Cape Province, as published in the Statistical News Release, P0141 Table 13 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Index for lorries, trucks and plant exceeding 3.5t as published in the Statistical News Release P0151.1, Table 4 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Index for Civil Engineering materials as published in the Statistical News Release P0151.1, Table 2 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0151.1, Table 1 of Statistics South Africa.

#### **Clause 6.8.4:**

*Add the following to Clause 6.8.4:*

Notwithstanding the above, in the event that a public holiday is proclaimed after **28 days** before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

#### **Clause 6.10.1.5:**

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

#### **Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. **A guarantee in lieu of retention is not permitted.**

**Clause 6.10.4:**

*Add the following to clause 6.10.4:*

Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

**Clause 8.6.1.1.2:**

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

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R 100 000.00 (One hundred Thousand Rand)**.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is **R1 000 000.00** for a single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

**Clause 8.6.6:**

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part **C1.6 Insurance Broker's Warranty**.

**Clause 9.2.1:**

*Add the following Clauses after Clause 9.2.1.3.8:*

- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10.5.3:**

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

## ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

### Clause 11: Details to be confidential

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

### Clause 12: Contractor to provide everything necessary

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

### Part 2: Data provided by the Contractor

#### Clause 1.1.1.9:

The name of the Contractor is .....

#### Clause 1.2.1.2:

The address of the Contractor is

Physical: ..... Postal: .....

Address ..... Address .....

.....

.....

Telephone : ..... Fax: .....

Email : .....

### Clause 6.8.3: Variation in the cost of special materials

SPECIAL MATERIALS		
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall be considered as special materials.		
Special Material	Unit	Current Rate or Price
Supply and place with paver 30mm Asphalt Mixture (SABS wearing course 50/70) (105m x 5.6m x 30mm)	m <sup>2</sup>	
Supply and place with paver 30mm Asphalt Mixture (SABS wearing course 50/70) (450m x 5m x 30mm)	m <sup>2</sup>	
When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.		

Signed .....

Date.....

Name .....

Position.....

Tenderer .....



# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

## C1.4 Form of Guarantee

### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: Theewaterskloof Municipality, Engineering Services.....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: **CONTRACT NO. ENG 11/2022/23 – SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works.....

#### CONTRACT DETAILS

Engineer 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 Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

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 surety ship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
3. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) 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.
4. 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.
5. 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.
6. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
7. 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.
8. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. 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.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. 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) .....

## **ANNEXURE**

### **LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 25<sup>th</sup> January 2015) approved for issue of contract guarantees to the Municipality:

#### **National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Gensec Bank Ltd.  
Investec Bank Ltd.  
Land & Agricultural Bank of SA  
Nedbank Ltd.  
Standard Bank of SA Ltd.

#### **International Banks (with branches in SA):**

Barclays Bank plc.  
Citibank n.a.  
Commerzbank Aktiengesellschaft  
Credit Agricole Corporate and Investment Bank  
Deutsche Bank AG  
HSBC Bank : Johannesburg  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

#### **Insurance companies:**

ABSA Insurance  
AIG South Africa  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Guardrisk Insurance Co.  
Hollard Insurance Company Ltd.  
Home Loan Guarantee Co.  
Infiniti Insurance Limited  
Lombard Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Renasas Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co.

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 11/2022/23

SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL

**C1.5 Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF MUNICIPALITY  
(HEREINAFTER CALLED THE "EMPLOYER") AND**

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

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

I, ....., representing

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

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

COID ACT Registration Number:

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

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and  
safety agreement separately, and that such subcontractors comply with the conditions set.

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

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

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

.....  
Witness

.....  
Mandatory

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

.....  
Witness

.....  
for and on behalf of  
Theewaterskloof Municipality

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

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

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**C1.6 Insurance Broker's Warranty**

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Pro Forma

*Logo*

*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

Theewaterskloof Municipality  
Municipal Manager  
6 Plein Street  
Caledon  
7230

Dear Sir

**CONTRACT NO.: ENG 11/2022/23**

**CONTRACT TITLE: SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

NAME OF CONTRACTOR: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the THEEWATERSKLOOF MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**Part C2: Pricing Data**

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**C2.1 Pricing Instructions**

**C2.2 Bills of Quantities**



# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

## C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 as amended in the Scope of Works.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 and/or Project Specifications
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. 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.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work. The description may also contain the relevant specification for the specific item to be priced.
9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standardised Specification for Civil engineering Construction SANS 1200, if applicable.
10. **A price or rate shall be entered against each item in the Bill / Schedule of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items. The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

**No unauthorized amendment shall be made to the Schedule of Rates / Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates / Bill of Quantities is not properly completed, the tender will be rejected.**

11. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
12. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
15. Whether or not a PS is referenced in the payment column of the bill of quantities, and there is an amended clause in the project specifications, the price tendered will be deemed to include all relevant amended project specifications.

16. Where the project specifications amends or replaces the standard specifications, the price tendered will be deemed to be based on all the project specifications, whether a PS is referenced in the bill of quantities or not.
17. **Bidders are required to price on both Sections in the Bill of Quantities, namely Section A: Botrivier and Section B: Genadendal.**

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**I HEREBY DECLARE THAT MY TENDER OFFER COMPLIES THE PRICING INSTRUCTION**

Signed .....

Date .....

Name .....

Position .....

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**C2.2 Bill of Quantities**

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**CONTENTS**

**SECTION A: BOTRIVIER BLUEBELL STREET**

**SECTION B: GENADENDAL KOORNLANDSKLOOF STREET**

**SCHEDULE OF QUANTITIES: SUMMARY**

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

BOTRIVER						
	SECTION A	ACTIVITY/DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE	AMOUNT
		<b>CONTRACTORS GENERAL OBLIGATIONS</b>				
		<b>FIXED-CHARGE AND VALUE RELATED ITEMS</b>				
1.1		Ablution and Latrine Facilities	Sum	1		
1.2		Plant	Sum	1		
1.3		Tools	Sum	1		
		<b>TIME-RELATED ITEMS</b>				
2.1		Supervision for duration of contract				
2.1.1		Botrivier Bluebell Street	Sum	1		
2.1.2		Specialised Team	Sum	1		
3	1200 MH	<b>Asphalt Surfacing</b>				
3.3.1	PSMH 8.5.4	Supply and place with paver 30mm Asphalt Mixture (SABS wearing course 50/70) (105m x 5.6m x 30mm)	m <sup>2</sup>	600		
3.3.2		<b>Speedbumps</b>				
		Construct speedbumps	No	2		
3.4		<b>Road Furniture</b>				
3.4.1		Installing Stop boards signs ( as per sabs approved)	No	2		
3.4.2		Chevrons at speedbumps	No	4		
3.4.3		Painting of Stop signs (road marking) as per standard SANS 731-1:2015 & SANS 1200)	No	2		
3.4.4		Painting of Speedbumps (road marking) as per standard SANS 731-1:2015 & SANS 1200)	No	2		
	<b>TOTAL OF SECTION A CARRIED FORWARD TO SUMMARY</b>					

GENADENDAL KOORNLANDSKLOOF						
	SECTION B	ACTIVITY/DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE	AMOUNT
		<b>CONTRACTORS GENERAL OBLIGATIONS</b>				
		<b>FIXED-CHARGE AND VALUE RELATED ITEMS</b>				
1.1		Ablution and Latrine Facilities	Sum	1		
1.2		Plant	Sum	1		
1.3		Tools	Sum	1		
		<b>TIME-RELATED ITEMS</b>				
2.1		Supervision for duration of contract				
2.1.1		Genadendal	Sum	1		
2.1.2		Specialised Team	Sum	1		
3.3	1200 MH	<b>Asphalt Surfacing</b>				
3.3.1	PSMH 8.5.4	Supply and place with paver 30mm Asphalt Mixture (SABS wearing course 50/70) (450m x 5m x 30mm)	m <sup>2</sup>	2 250		
3.3.2		<b>Speedbumps</b>				
		Construct speedbumps	No	5		
3.4		<b>Road Furniture</b>				
3.4.1		Installing Stop boards signs ( as per sabs approved)	No	7		
3.4.2		Chevrons at speedbumps	No	10		
3.4.3		Painting of Stop signs (road marking) as per standard SANS 731-1:2015 & SANS 1200)	No	7		
3.4.4		Painting of Speedbumps (road marking) as per standard SANS 731-1:2015 & SANS 1200)	No	5		
	<b>TOTAL OF SECTION B CARRIED FORWARD TO SUMMARY</b>					

<b>BOTRIVIER TOTAL (A)</b>	
<b>(BOTRIVIER) ADD 15% CONTINGENCIES</b>	
<b>GENADENDAL TOTAL (B)</b>	
<b>(GENADENDAL) ADD 15% CONTINGENCIES</b>	
<b>SUB TOTAL</b>	
<b>ADD VAT AT 15%</b>	
<b>ESTIMATED TOTAL (A) + (B) CARRIED TO FORM OF TENDER</b>	

**DECLARATION (In respect of completeness of Tender)**

Theewaterskloof Municipality  
6 Plein Street  
CALEDON  
7230

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 7 pages in consecutive order upon which my/our tender for **TENDER NO. ENG 11/2022/23: SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL** has been based.

.....  
SIGNATURE OF TENDERER/S

.....  
DATE

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**Part C3: Scope of Work**

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**C3.1 Description of the Works**

**C3.2 Engineering**

**C3.3 Procurement**

**C3.4 Construction**

**C3.5 Management**

**C3.6 Annexes**

**Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6) SANS Standardised Specifications

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

## C3.1 Description of the Works

### CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 EXTENT OF THE WORKS
- 5 LOCATION OF THE WORKS

#### 1 EMPLOYER'S OBJECTIVES

The Engineering Services Directorate of the Theewaterskloof Municipality proposes the Supply, Delivery and Lay of Hot Mix Asphalt in Botrivier and Genadendal in order to construct gravel roads into paved roads.

#### 2 OVERVIEW OF THE WORKS

The project comprises of placing the final layer of wearing course in Bluebell and Koornlandskloof in both Towns for the Theewaterskloof Municipality.

#### 3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary to construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Engineer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

#### 4 EXTENT OF THE WORKS

The Works in general include but is not restricted to the following:

1. Placing of final layer wearing coarse with a paver

#### 5 LOCATIONS OF THE WORKS

The Works is located in :

**Botriver**  
**Genadendal.**

#### 6 Scope of principal contract

The Contract includes the Construction of the following:

- Placing of a Wearing Course



**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**C3.2 ENGINEERING**

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**DRAWINGS ISSUED WITH THIS DOCUMENT**

The following drawings are applicable to the contract and will form part of the Contract Documents:

<b>DRAWING PAGE NUMBER</b>	<b>DESCRIPTION</b>	
110 & 113	SECTION B1 BOTRIVIER BLUEBELL STREET	DIMENSION/LAYOUT
111 & 112	SECTION B2 GENADENDAL KOORNLANDSKLOOF STREET DIMENSION/LAYOUT	

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

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## C3.3 PROCUREMENT

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### CONTENTS

#### 1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule (**Schedule 2E** in Part T2.2, Returnable Schedules)

#### 2 SCOPE OF MANDATORY SUBCONTRACT WORK

Not used.

#### 3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

Not applicable

# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

## C3.4 CONSTRUCTION

### CONTENTS

- 1 APPLICABLE STANDARDISED SPECIFICATIONS
- 2 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER
- 3 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER
- 4 SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR
- 5 CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

ANNEXES: The Annexes listed below are contained in Section C3.6 of the document

ANNEX 1: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4 CONSTRUCTION

#### 1. APPLICABLE STANDARDISED SPECIFICATIONS

For the purposes of this Contract the following Standardised Specifications for Civil Engineering Construction shall apply:

PSA	GENERAL – 1986
PSAB	ENGINEER'S OFFICE – 1986
PSC	SITE CLEARANCE – 1980
PSD	EARTHWORKS – 1988
PSDB	EARTHWORKS (PIPE TRENCHES) – 1989
PSDM	EARTHWORKS (ROADS, SUBGRADE) – 1981
PSH	STRUCTURAL STEEL - 1990
PSHC	CORROSION PROTECTION - 1988
PSG	CONCRETE (STRUCTURAL) - 1982
PSL	MEDIUM PRESSURE PIPELINES – 1983
PSLB	BEDDING (PIPES) – 1983
PSLC	CABLE DUCTS – 1981
PSLD	SEWERS – 1982
PSM	ROADS – 1996
PSME	SUBBASE – 1981
PSMF	BASE – 1981
PSMJ	SEGMENTED PAVING - 1984
PSMK	KERBING AND CHANNELING - 1983
PSMM	ANCILLARY ROADWORKS - 1984

It shall be the responsibility of the Contractor to obtain, at his own expense, copies of the relevant editions of the documents referred to above. No subsequent amendments or revisions to these documents shall apply to this contract.

The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African National Standards. In addition to this, all elements of the Contract Documents shall be available for inspection on Site at all times.

#### 2. PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

No plant or material will be provided by the Employer.

### **3. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER**

#### **3.1 Source of Water Supply**

The municipality shall make provision for water supply for duration of the contract.

The Contractor will be held responsible for any wastage of water due to negligence.

#### **3.2 Source of Electrical Supply**

The Contractor shall make his own arrangements for electrical power and shall pay for all costs and charges thereof.

#### **3.3 Location of Camp and Depot**

The Contractor may locate his site offices, storage depot and construction facilities to suit his requirements within the boundaries of the site. The Contractor shall provide his own security with respect to the Works, including the camp and storage facilities. The final location of the Contractor's camp will be subject to the Engineer's approval.

### **4. SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

#### **4.1 Office and Storage Facilities**

All offices, storage facilities, etc. required by the Contractor are to be supplied by the Contractor. No storage facilities, shelters or eating facilities are available on Site and the Contractor shall make his own arrangements and pay all costs associated with such facilities if required.

The security and safety of the Contractor's equipment, the storage, safekeeping and preventing of deterioration of all the material, goods, plant and equipment delivered to Site shall be the responsibility of the Contractor until the certificate of Completion has been issued, notwithstanding that the Council may have previously paid for such items.

The Contractor needs to provide space in his site office for the Engineer's Representative and shall furnish the office accordingly.

The Contractor shall also make available survey equipment and survey labourers for the use of the Engineer's Representative.

#### **4.2 Housing and Transport**

The Contractor will make his own arrangements for accommodating personnel and night watchmen. The Contractor's employees, except for an approved number of night watchmen, shall not be housed on site and the Contractor shall make his own arrangements and pay all cost associated with housing his employees and transporting them to site.

#### **4.3 Sanitary Facilities**

The contractor shall make his own arrangements for sanitary facilities and shall pay for all costs and charges thereof.

#### **4.4 Disposal of Construction Waste**

The Contractor shall dispose all the construction waste at a licenced waste disposal site.

#### **4.5 Telephone**

Due to the relative short construction duration no telephone facilities are required for the Engineer's Representative.

#### **4.6 Laboratory Facilities**

No on site laboratory facilities are available. The Contractor is to make his own arrangements for the testing of materials, compaction and concrete strength, where applicable.

#### **4.7 Medical Attendance**

The Contractor shall at all times maintain adequate medical attendance on Site. A person holding a current First Aid certificate shall be immediately available on site at all times when work is in progress. Arrangements, with the nearest suitable hospital, shall also be made by the Contractor for the acceptance of urgent cases of injury.

### **5. CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES**

The Works will be carried out on the existing property of the Theewaterskloof Municipality. The information supplied on the drawings is only to give the Contractor an idea of the position of the services that may be found on site and in no way relieves the Contractor from satisfying himself in respect of all the exact locations of the existing services.

The Contractor shall be responsible for finding out what sort of protection will be required during the construction and for protecting the services and the property accordingly. Should the Contractor damage any service or property in any way, it shall be repaired by the Contractor or the relevant authority as directed by the Engineer. All claims arising out of the Contractor's activities in connection with services or property shall be for the Contractor's account.

### **6. PROVISIONAL AND PRIME COST ITEMS**

#### **6.1 Provisional Sum and Prime Cost Items**

No materials may be ordered and/or no work may be undertaken in respect of items which are scheduled in the Bill of Quantities as "Provisional Sum" items and/or "Prime Cost" items without the written approval of the Engineer.

The contractual procedures in respect of the said items are set out in Clause 6.6 of the General Conditions of Contract.

### **7. SCOPE OF SUBCONTRACTS**

#### **7.1 General**

The Contractor must attain the written permission of the Engineer before he makes use of the services of a Subcontractor.

### **8. OTHER CONTRACTORS ON SITE**

It shall be required from the Contractor to afford other Contractor(s), workmen and construction plant reasonable opportunities and facilities as may be required to enable such workmen and plant to obtain access to and from their Works. The Contractor must co-operate with such other authorised Contractor(s) and workmen engaged on the Site of Works. Any difference or dispute arising between the parties must be settled amongst themselves without involving the Employer or the Engineer in any way.

### **9. CONSTRUCTION PROGRAMME**

#### **9.1 Submission**

The Contractor shall submit his Programme in accordance with Clauses 5.6 of the General and Special Conditions of Contract within the time stated in the Contract Data to the Engineer for his approval.

#### **9.2 Employer's Requirements**

### **9.2.1 Commencement and Time for Completion**

The Employer requires the Works to be completed within the maximum time indicated by the Tenderer in the Contract Data, calculated from the Commencement Date in terms of Clause 5.3 of the General Conditions of Contract.

### **9.2.2 Handing Over of the Site of Works**

Possession of the whole of the Site of Works will be given to the Contractor at the commencement of the construction of the Works. It is brought under the Tenderer's attention that this contract is funded by MIG as well as Theewaterskloof Municipality and that expenditure goals will apply.

It should be noted that the Consultant may request amendments to the construction and/or materials ordering scheduling to ensure that the available funds are spend in accordance to the municipal budget. This might for instance require ordering material ahead of programme or altering the programme.

## **10. FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION**

### **10.1 Authorities**

#### **10.1.1 Liaison**

The Contractor shall comply with all the requirements of the Theewaterskloof Municipality, insofar as the execution of the contract may affect or may be effected by the requirements and/or regulations of the said Authorities.

### **10.2 Existing Services and Structures on Site**

#### **10.2.1 Information**

Existing services that may be affected by the Works are indicated on the relevant drawings.

The Contractor's attention is drawn to the fact that the information regarding existing services is given in good faith without guarantee. It is required from the Contractor to arrange for Way leaves from the relevant Authorities prior to any construction work.

The Contractor will be responsible for tying all levels and positions of the new construction works in with the existing structures and services on site and will shall make provision for such work in his rates.

#### **10.2.2 Location and protection**

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.

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

When the Contractor is liable for the cost of repairs carried out by the Employer or any other Authority, the costs will be recovered by means of a deduction from the Contractor's interim Payment Certificates.

No excavation is to be done within 3 m from underground cables before consulting the Engineer and the relevant Authority, i.e. the owner of the service.

#### **10.2.3 Accommodation of Traffic and Access to Properties and Borrow**

The Contractor shall ensure that all roads adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works and by the Contractor's activities at the Borrow Area, are kept in a safe condition for pedestrians and vehicular traffic.

Accommodation of vehicular and pedestrian traffic shall be performed in accordance with Sections D and DB of SANS 1200.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road shall be completely closed without prior approval by the Engineer.

The Contractor shall provide and maintain in proper conditions all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions.

All signs shall be in two languages as may be advised by the Employer, and all traffic signs and control of traffic shall be in accordance with the South African Road Traffic Signs Manual. The Contractor shall provide temporary by-passes where necessary to provide access for vehicular and pedestrian traffic.

It is a condition of this Contract that gravel on detours, bypasses and existing gravelled roads shall only become the subject of payment in terms of the Specifications when such gravel wearing courses are constructed to accommodate public traffic in accordance with a written order by the Engineer.

See Sub clause PSA8.8.2(a) in Part C3 of the Scope of Works for measurement and payment specification.

#### **10.2.4 Temporary stockpiling and spoil**

The Contractor shall obtain the Engineer's written approval prior to the disposal of any surplus or unsuitable material or prior to the temporary stockpiling of any selected material from excavation See also PSD5.1.4.3 and PSD5.2.2.3 in Part C3 of the Scope of Works.

Material from excavation shall only be spoiled or temporarily stockpiled on sites approved or designated by the Engineer in writing.

#### **10.2.5 Environmental Conservation**

The Contractor must cautiously see to the conservation of the natural landscape and he must organise his construction activities in such a way as to prevent the unnecessary destruction or violation of the natural environment in the vicinity of the works in the most practical way possible.

Except where it is necessary to clean and uproot the existing terrain for the construction of the permanent works as specified, all trees, ferns and vegetation must be conserved and protected against damage by the Contractor's construction equipment, workers and activities.

The construction of the works must be conducted in such a way that public discomfort because of dust can be overcome by the administration of sufficient water or other measures to prevent the formation of dust where and as regularly as needed. The Contractor will be accountable for any damage caused by dust from his construction activities.

Any costs to comply with the requirements herein specified for Environmental Conservation must be included in the related unit rates for the execution of the works as included in the Bill of Quantities.

#### **10.2.6 Finishing and Tidying**

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for completion.

The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being fully completed, including finishing and tidying.

#### **10.2.7 Recording of ground, foundation and rock profiles**

Before commencing any work, the Contractor shall take levels of the original profile of the entire area to be worked upon and submit these levels to the Engineer at least 5 working days prior the commencement of the work. For this purpose the Contractor shall inform the Engineer in writing at least 7 days before commencing work in a specific area, of his intention to perform work in such specific area which will result in a change in the topography or ground profile of the Site.

The Contractor shall record all rock and intermediate excavation profile levels and foundation levels as the work proceeds.

The levels obtained shall be recorded on drawings which shall each be signed and dated by the Contractor and by the Engineer to serve as a record for the calculation of earthworks quantities.

The cost of the work specified for recording of ground, foundation and rock profiles will be held to be included in the rates for the related excavation and earthworks items in the Bill of Quantities.

#### **10.2.8 Dealing with windblown sands**

During the execution of the bulk earthworks and during the execution of earthworks in general the Contractor can expect to encounter difficult working conditions due to windblown sands.

The Contractor shall be responsible for the removal of all windblown sands which are detrimental to the proper construction and operation of the Works, and for the making good of any damage to the functioning of the Works caused by such windblown sands.

Open structures shall be removed from topsoil and damage to the Works caused by such sands shall be made good at the Contractor's own cost, unless the windblown sand arises from areas or conditions outside the control of the Contractor.

The windblown sands may also create a nuisance to the public, and cause damage to neighbouring properties and services and the environment in general.

The Contractor shall use his best endeavours to limit such nuisance and damage caused by windblown sands to a minimum.

Fixed-charge and time related items to cover the cost of the Contractor's general obligations to deal with windblown sands are scheduled in the P & G Section of the Bill of Quantities.

#### **10.2.9 Opportunities to and co-operation with others on site**

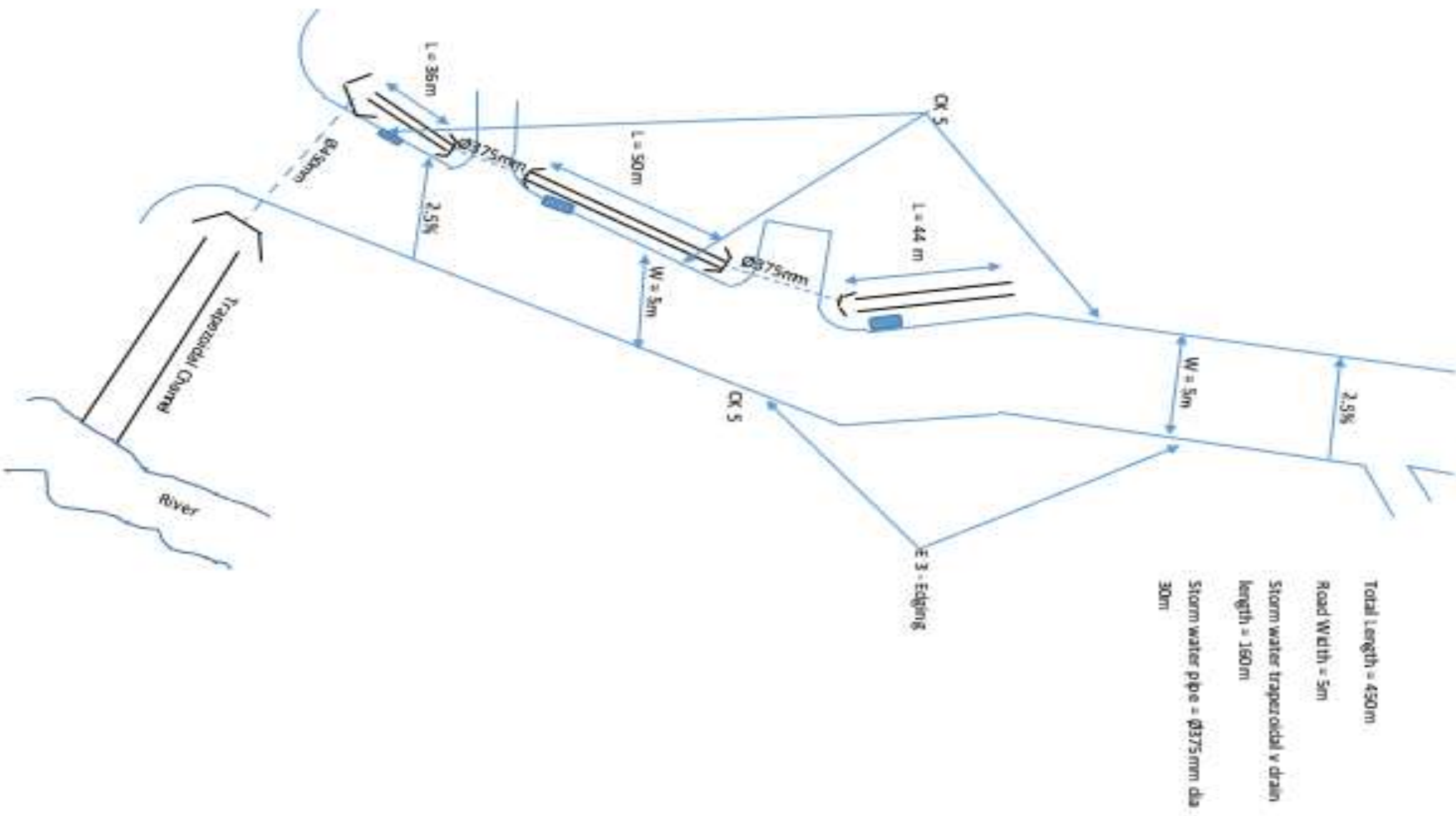
It shall be required from the Contractor in terms the General Conditions of Contract to allow and provide other contractor(s), workmen and construction plant the necessary facilities as may be required to enable such workmen and plant to obtain access to and from their works. The Contractor must co-operate with such other authorised Contractor(s) and workmen present on the site of Works.

#### **10.2.10 Programming of the Contract**

It shall be required from the Contractor in terms the General Conditions of Contract to allow and provide other contractor(s), workmen and construction plant the necessary facilities as may be required to enable such workmen and plant to obtain access to and from their works. The Contractor must co-operate with such other authorised Contractor(s) and workmen present on the site of Works.

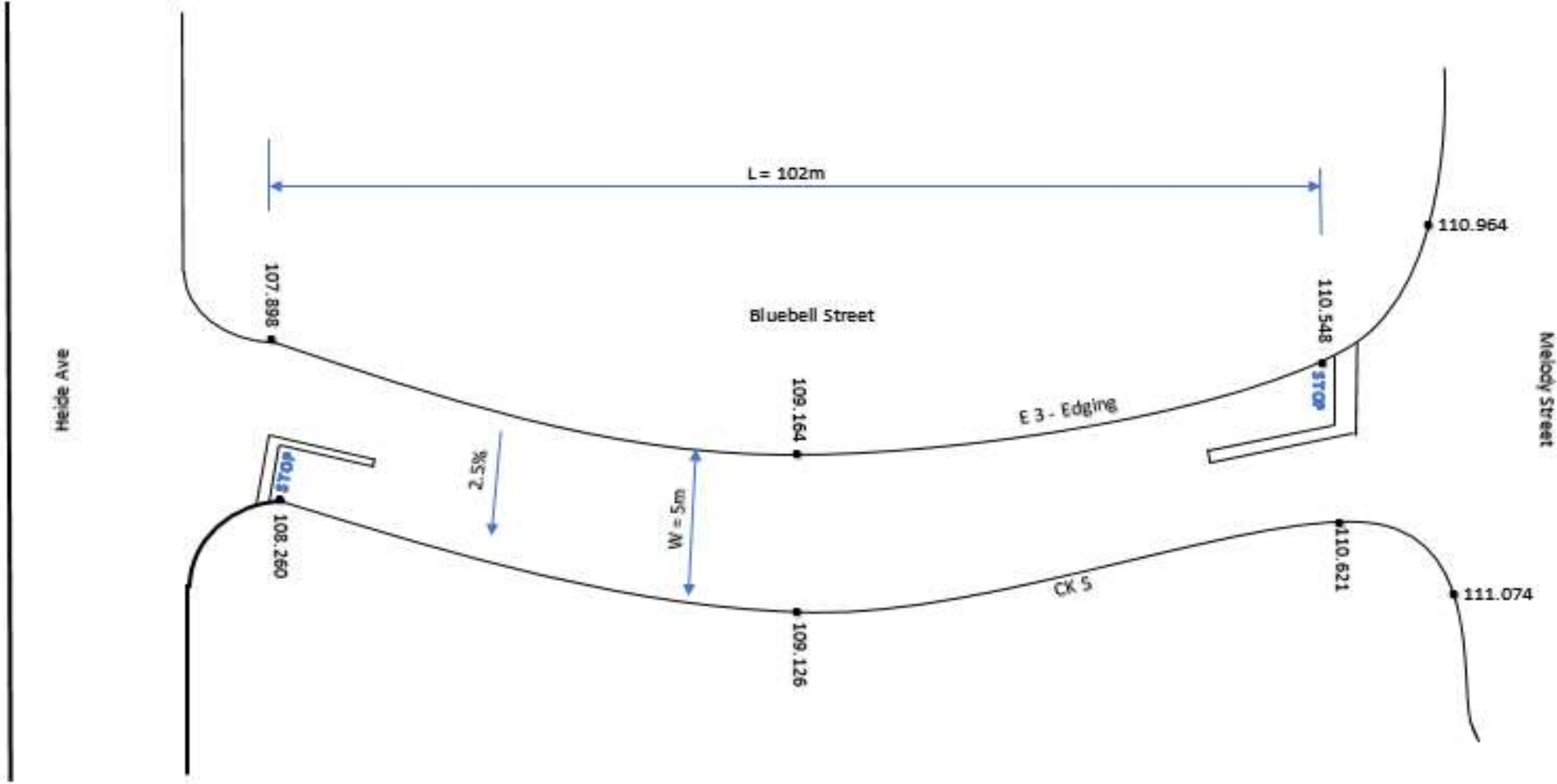


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DIMENSION/LAYOUT

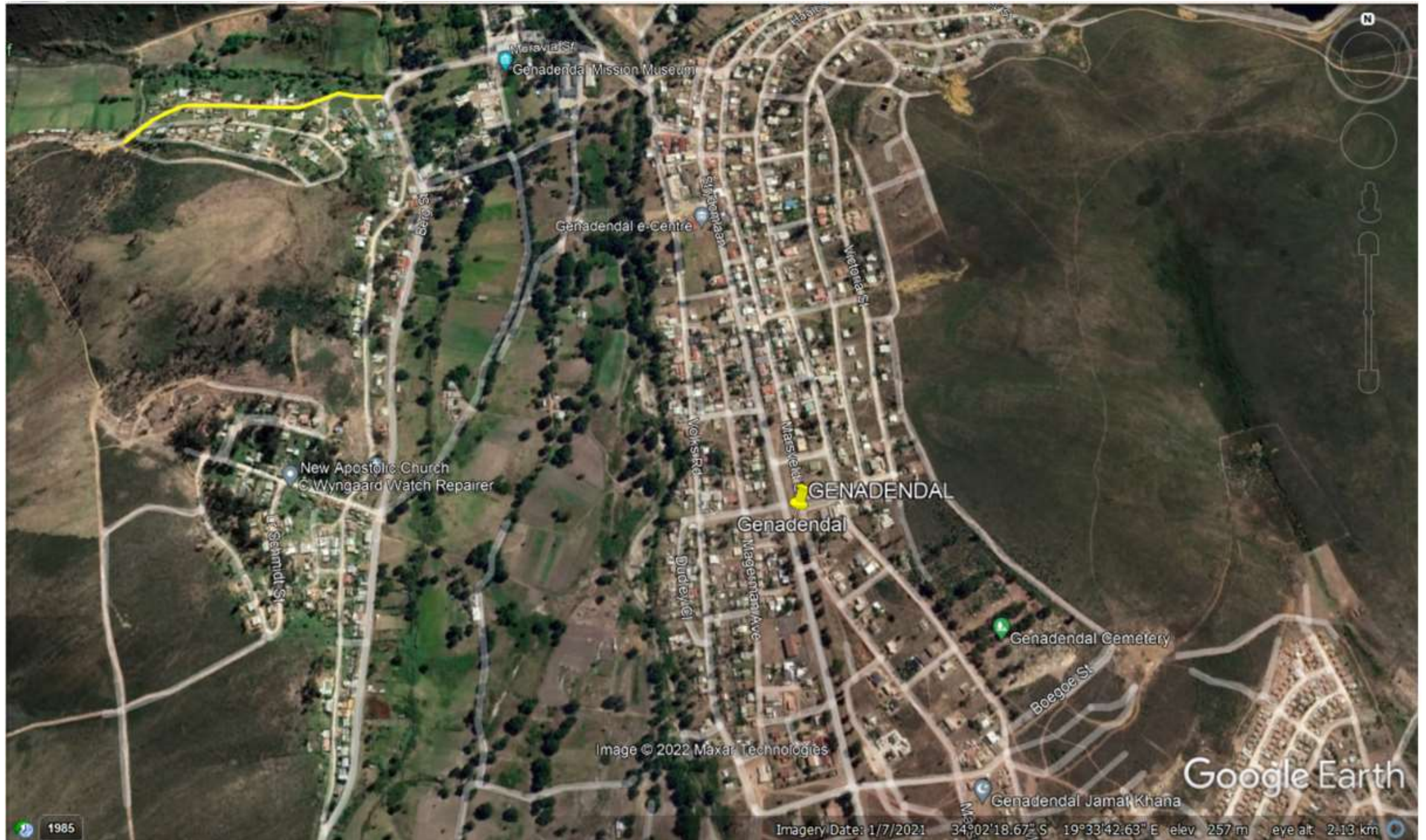
Bluebell Street Layout











Locality : Genadendal



# THEEWATERSKLOOF MUNICIPALITY

## TENDER NO. ENG 11/2022/23

### SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND GENADENDAL

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## C3.5 MANAGEMENT

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### CONTENTS

- a. PROGRAMMING AND PLANNING
- b. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
- c. MANAGEMENT MEETINGS
- d. DAILY RECORDS
- e. PAYMENT CERTIFICATES
- f. PROOF OF COMPLIANCE WITH THE LAW

#### 1. PROGRAMMING AND PLANNING

A bar chart type construction programme shall be submitted to the Engineer, which includes for allowances for wet weather, holidays, manufacture, testing, curing and delivery of materials and adequate float time for unforeseen delays, for Engineer's approval, within the number of days from the Commencement Date as specified in Clause 5.3.1 of Part C1.2, Contract Data.

The programme shall include information on the required production rates for the satisfactory completion, time and resources allocation, as well as giving lead times for ordering of all major items, and shall be updated monthly during the Contract Period.

For the period to be allowed for expected rain days in the construction programme, the Tenderer's attention is drawn to Clause 5.12.2.2 of Part C1.2, Contract Data.

The programme must indicate the order of procedure of all work in a bar chart covering all disciplines and activities of the Contract and the duration of each activity on a weekly time-scale. The whole of the Works shall be grouped into major activities with each activity clearly representing a group of items reflected in the Bill of Quantities. The programme shall clearly indicate the critical path, the inter-dependency of activities, the sequence which the Contractor proposes to construct the Works, production estimates and the value of works, shown on a monthly basis.

The Contractor shall further take into account all works required to maintain full continuity of the operating of the existing facility.

The Contractor is to note that an allowance of **10%** contingencies, to be expended as the Engineer may direct, is included in this Contract and the Contractor must allow for this in his programme. Relocation of resources to achieve the completion date should be anticipated during the course of the Contract and shall be allowed for.

During the course of the Contract, whenever a significant change occurs, the Contractor shall submit a revised programme allowing allocation of resources, to the Engineer for approval. The Contractor shall update the programme whenever construction progress differs by more than one week from that anticipated in the programme.

No adjustment of General Items will be considered for additional work within the **10%** contingency amount, except where such additional work cannot be accommodated in a revised programme and resources allocation, or where significant disruption of the Works is incurred.

## **2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT**

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003).

The Contractor is referred to the Conditions of Tender and Particular Specification HS: Health and Safety Specification (Part C3.6, Annex 1) in this regard.

## **3. MANAGEMENT MEETINGS**

Site management meetings shall be held monthly.

## **4. DAILY RECORDS**

The Contractor shall maintain a daily site diary in a log book to be kept on Site.

## **5. PAYMENT CERTIFICATES**

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Engineer.

## **6. PROOF OF COMPLIANCE WITH THE LAW**

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Engineer, as necessary.

**I HEREBY DECLARE THAT MY TENDER OFFER COMPLIES THE SCOPE OF WORKS**

Signed .....

Date .....

Name .....

Position .....

**THEEWATERSKLOOF MUNICIPALITY**

**TENDER NO. ENG 11/2022/23**

**SUPPLY, DELIVERY AND LAY OF HOT MIX ASPHALT IN BOTRIVIER AND  
GENADENDAL**

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**C3.6 ANNEXES**

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**CONTENTS**

**PARTICULAR SPECIFICATIONS:**

ANNEX 1: VARIATIONS AND ADDITIONS TO STANDARDISED  
SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4  
CONSTRUCTION

# THEEWATERSKLOOF MUNICIPALITY

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#### ANNEX 1: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4 CONSTRUCTION:

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##### CONTENTS

PSA	GENERAL – 1986
PSAB	ENGINEER'S OFFICE – 1986
PSC	SITE CLEARANCE – 1980
PSD	EARTHWORKS – 1988
PSDB	EARTHWORKS (PIPE TRENCHES) – 1989
PSDM	EARTHWORKS (ROADS, SUBGRADE) – 1981
PSG	CONCRETE (STRUCTURAL) - 1982
PSH	STRUCTURAL STEEL – 1990
PSHC	CORROSION PROTECTION – 1988
PSL	MEDIUM PRESSURE PIPELINES – 1983
PSLB	BEDDING (PIPES) – 1983
PSLC	CABLE DUCTS – 1981
PSLD	SEWERS – 1982
PSLE	STORM WATER DRAINAGE – 1982
PSLF	ERF CONNECTIONS (WATER) – 1983
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PSME	SUBBASE – 1981
PSMF	BASE – 1981
PSMJ	SEGMENTED PAVING – 1984
PSMK	KERBING AND CHANNELING – 1983
PSMM	ANCILLARY ROADWORKS – 1984
PSX1	NEW WEIGHBRIDGE
PSX2	MECHANICAL EQUIPMENT

**PSA**      **G E N E R A L**  
(Applicable to SANS 1200 A - 1986)

**PSA2**      **INTERPRETATIONS**

**PSA2.1**      **APPLICATION**

The Contractor will not be restricted in the use of resources and in particular in the use of mechanical plant.

**PSA2.8**      **ITEMS IN SCHEDULE OF QUANTITIES: PRINCIPLE (Sub clause 2.8.1)**

*Amend the first sentence as underlined below:*

"..... stated in the relevant sub clause of Clause 8 of the applicable Standardised Specification or in the Measurement and Payment clause of the applicable Standard Specification, Particular Specification Section or Project Specification in addition to the cost to the Contractor ....."



**PSA5 CONSTRUCTION**

**PSA5.1 SURVEY**

**PSA5.1.1 Setting out of the Works**

The Contractor is responsible for the setting out of the Works from the information given on the drawings or from information provided by the Engineer.

Benchmark data will be given to the Contractor timeously.

Benchmarks that are to be disturbed by the temporary or permanent works must be referenced by the Contractor, prior to the disturbing thereof, at the Contractor's cost.

**PSA5.8 GROUND AND ACCESS TO THE WORKS**

The Contractor shall provide temporary access to the Works and to the dumping areas as may be required by him and to the approval of the Engineer.

Temporary access roads must be gravelled and maintained for the duration of the construction period, and removed on completion of the Works only if ordered by the Engineer.

**PSA5.9 WORKMAN'S COMPENSATION ACT**

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

The manner in which Workman's Compensation will be handled shall be resolved by the Contractor with all the relevant parties at the commencement of the Contract.

**PSA8 MEASUREMENT AND PAYMENT**

**PSA8.1.1 Method of Measurement, All Sections**

*Amend 8.1.1 as underlined below:*

"Except where otherwise specified in Clause 8 of a Standardised Specification or in the Measurement and Payment clause of an applicable Standard or Particular Specification section or in the Project Specification or in the Preamble to the Schedule, all items ....."

**PSA8.2 PAYMENT**

**PSA8.2.1 Fixed-Charge and Value-Related Items (Sub clauses 8.2.1 and 8.3)**

The tendered sums for the fixed-charge items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the Tender Sum within the limits stated in Clause 6.11 of the General Conditions of Contract.

**PSA8.2.2 Varied Payment for Time-Related Items (Sub clauses 8.2.2 and 8.4)**

The tendered sum for each relevant time-related item in the P&G Section of the Schedule of Quantities shall be appropriately adjusted pro rata to any authorised extension or to any certified reduction to the Time for Completion of the Works, in full settlement of any time-related costs.

The said adjustments will be made in the Interim Payment Certificate issued with or following upon the issue of the Completion Certificate, irrespective of the actual period required for the completion of the Works.

Payment for the sums tendered for the above said time-related items will be adjusted on the basis of the total for each item being calculated as follows:

- $P = C \times \frac{T_e}{T_t}$ , wherein
- $P$  = Adjusted amount certified for payment under the relevant time-related item;
- $C$  = Amount tendered for the relevant time-related item, appropriately adjusted (when applicable), for the designated operation;
- $T_t$  = Time for Completion as stated in the Contract Document; and
- $T_e$  = Time for Completion ( $T_t$ ) plus any extensions of time for completion authorised, or minus any reduced time for completion certified, up to the date of the substantial completion of the Works as certified by the Engineer in terms of the General Conditions of Contract;

and provided that for any time-related item which relates to a duration of construction as specified in the Schedule of Quantities, the term "time for completion" in the description of the above formula shall be held to be substituted by the term "duration of construction".

The final amount paid under the time-related items in accordance with the above formula will be taken to be an agreed amount in full compensation for time-related charges adjusted for varied time for completion. The adjusted sums will however be subject to contract price adjustment if applicable to the Contract.

### **PSA8.3.2 Establishment of Facilities on the Site**

#### **PSA8.3.2.2 Facilities for Contractor**

(Sub clauses 8.3.2.2 and 8.4.2.2)

The tendered sums for the items 8.3.2.2(a) to (e) and 8.4.2.2(a) to (e) as scheduled by the Engineer, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing in addition to all other facilities specified and as required by the Contractor for his own purposes.

#### **PSA8.3.2.2(c)&**

#### **PSA8.4.2.2(c) Laboratories .....Unit: Sum**

The tendered sums for the items 8.3.2.2(c) and 8.4.2.2(c) shall cover the Contractor's overhead costs, profit and all costs related to the use of an outside or private laboratory, or both, as the case may be. The sums tendered shall be paid to the Contractor in full.

#### **PSA8.3.2.2(i)& Access to the works .....Unit: Sum**

#### **PSA8.4.2.2(i) (Fixed-charge and time-related item)**

The tendered sums for the items "access to the Works" in the P & G Section A of the Schedule of Quantities shall cover all the Contractor's costs for the work required for the provision and maintenance of access to and on the Site of Works as specified in Sub clause 5.8 and PSA5.8.

The rates shall include for the supply, placing, maintenance and removal on completion of the Works (if any) of gravel on temporary access roads and the restabilisation of borrow pits as may be required.

No extra payment will be made for the construction and maintenance of any gravelled access roads.

#### **PSA8.4.6 Liaison with Authorities and the community, Opportunities to, and Co-operation with Others on Site.....Unit: Sum** (Time-related item)

The tendered sum shall cover all the Contractor's direct costs of liaison with Authorities and the Community and affording opportunities to and co-operation with Others on Site, and all other costs incidental to the required liaison, affording of opportunities and co-operation with others as specified.

**PSA8.6.1 Special Risk Insurance.....Unit: Prime Cost Sum**

The Contractor will be paid annually in increments agreed upon under the Prime Cost Sum provided in the P & G Section of the Schedule of Quantities for the actual cost of the Special Risk insurance premium for the relevant year or portion of a year (as the case may be) plus an allowance of ten percent to cover the Contractor's overhead costs; provided that in the event of the Contract extending beyond the authorised Due Completion Date in terms of the Contract, the Contractor shall maintain the insurance cover at his own cost. Payment will be effected in the interim certificate that follows upon the Contractor's submission of a receipt for the payment of the required insurance premium.

**PSA8.8 TEMPORARY WORKS**

**PSA8.8.2 Accommodation of traffic**

**PSA8.8.2(a) Dealing with traffic in general .....Unit: Sum**  
(Time-related item)

Accommodation of Traffic shall be measured for payment at the tendered lump sum under Temporary Works in the P & G Section A of the Schedule of Quantities. The sum tendered and paid shall include full compensation for the installation and all subsequent moving and re-establishment and final removal of lighting, signboards, traffic signs, barricades, drums, flashing lights, labour, transport or any other item required for the safe accommodation of traffic on public roads, all to the satisfaction of the Engineer.

Although the tender sum for Accommodation of Traffic shall be paid out as specified for time-related items during the construction period, the sum tendered will be a fixed amount and will not be subject to adjustment due to a possible extension or reduction of the Time for Completion or for any other reason whatsoever.

**PSA8.12 WORKMEN'S COMPENSATION ACT (APPLICATION) .....Unit: Sum**

The application of the Workmen's Compensation Act to all employees will be measured and paid as a sum. The tendered sum shall cover the cost of paying the necessary workmen's compensation levies, the cost of administration as well as any other incidentals necessary to implement the process in accordance with the requirements of the Workmen's Compensation Act.

The sum tendered shall be based on the Bonus Qualification amount of Person-Tasks stated by the Employer in the Tender Appendix.

Pro-rata amounts of the sum tendered, based on the number of Person-Days of temporary local employees actually employed against the Bonus Qualification number of Person-Tasks stated in the Tender Appendix, will be paid.



# **THEEWATERSKLOOF MUNICIPALITY**

## **TENDER NO. ENG 11/2022/23**

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### **OCCUPATIONAL HEALTH & SAFETY SPECIFICATION**

**FOR THE**

**SUPPLY, DELIVERY AND LAY OF HOT MIX  
ASPHALT IN BOTRIVIER AND GENADENDAL**

**VOLUME 4**

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**October 2022**