



UBUHLEBEZWE MUNICIPALITY

**UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR
GYM- WARD 07**

3CE or HIGHER

CSD REGISTRATION NO.: _____

BID NO: UBU-B-04/05/22

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

CIDB (CRS) No _____

THIS TENDER CLOSSES AT 12H00

**AT PEACE INITIATIVE HALL, IXOPO
ON THE 01th OF JULY 2022**

NO LATE SUBMISSIONS WILL BE CONSIDERED

UBUHLEBEZWE MUNICIPALITY

P O Box 132

IXOPO

3276

Tel: (039) 834 7700

Fax: (039) 834 1168

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	UBU-B-04/05/22	CLOSING DATE:	01 JULY 2022	CLOSING TIME:	12H00
DESCRIPTION	UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

Ubuhlebezwe Local Municipality
29 Margaret Street
Ixopo
3276

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BTO department	CONTACT PERSON	Mr S.B. Mkhwanazi
CONTACT PERSON	Ms S Sityata	TELEPHONE NUMBER	(039) 834 7700
TELEPHONE NUMBER	(039) 834 7700	FACSIMILE NUMBER	(039) 834 1168
FACSIMILE NUMBER	(039) 834 1168	E-MAIL ADDRESS	sbmkhwanazi@ubuhlebezwe.gov.za
E-MAIL ADDRESS	ssityala@ubuhlebezwe.gov.za		

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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD
07

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	30 MAY 2022
CIDB CONTRACTOR GRADING	:	3CE OR HIGHER
COMPULSORY CLARIFICATION MEETING	:	07 JUNE 2022
VENUE FOR CLARIFICATION MEETING	:	PEACE INITIATIVE HALL IXOPO 3276
CLOSING DATE	:	01 JULY 2022
CLOSING TIME	:	12H00
CLOSING VENUE	:	PEACE INITIATIVE HALL IXOPO 3276
INSTRUCTIONS	:	Bid submission must be submitted in a sealed envelope clearly marked “Bid name and Bid number” containing the Tender Documents (Completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD
07

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PART T1: TENDERING PROCEDURES

TENDER NOTICE AND INVITATION TO TENDER

29 Margaret Street
 Ixopo
 3276
 Tel: 039 8347700
 Email: mm@ubuhlebezwe.gov.za



Po Box 132
 Ixopo
 3276
 Fax: 039 8341168
 Webpage: www.ubuhlebezwe.gov.za

UBUHLEBEZWE MUNICIPALITY

INVITATION TO BID

Ubuhlebezwe Municipality invites suitable, qualified, and experienced service provider to provide services to the municipality.

PROJECT NAME	BID NUMBER	CIDB Grade	Compulsory Briefing session	AVAILABILITY OF TENDER DOCUMENTS	NON REFUNDABLE PRICE	CLOSING DATE
Construction of Xolani Vezi Sportsfield (W8)	UBU-B-03/05/22	5 CE or Higher	07 th June 2022 at 11h30 Venue: Highflats Hall	NB: Documents will be available from the 02nd June 2022 at 10h00.	R 1 531.50 per doc. Cashier's Office, 29 Margaret Street	01 st July 2022 at 12h00
Upgrade of Jolivet Sportsfield complex phase 2 outdoor gym (W7)	UBU-B-04/05/22	3 CE or Higher				
Construction of Plainhill Hall (W11)	UBU-B-05/05/22	4 GB or Higher	08 th June 2022 at 10h30 Venue: Peace Initiative Hall			
Construction of Madungeni Hall (W12)	UBU-B-06/05/22					
Construction of Nonkwenkwana Sportsfield (W3)	UBU-B-07/05/22	3 CE or Higher	09 th June 2022 at 10h30 Venue: Peace Initiative Hall			
Construction of Thubalethu Roads	UBU-B-08/05/22	4 CE or Higher	10 th June 2022 at 10h30 Venue: Peace Initiative Hall			
Supply and installation of tracker in Municipal vehicles (36 Months)(Re-advertisement)	UBU-B-03/02/22	N/A		NB: Documents will be available from the 07th June 2022 at 10h00. Cut-off for EFT purchases: 22nd June 2022 Cut-off for purchase through our cashiers: 24th June 2022		

The completed tender documents complying with the conditions of tender must be sealed and endorsed with '**BID DESCRIPTION AND BID NUMBER**' must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed

envelope containing the bid.

Tender documents will also be available free of charge on www.etenders.gov.za and www.ubuhlebezwe.gov.za . Only tenderers with a complete printed tender document will be allowed to attend the briefing session. No document will be sold 30 minutes before the briefing session. No late comers will be allowed.

Enquiries regarding this notice may be directed as follows:

Attention: Thubalethu Roads, Jolivet Gym, Nonkwenkwana Sportsfield, Madungeni Hall, Plain Hill Hall, Xolani Vezi Sports field - Mr S B Mkhwanazi (sbmkhwanazi@ubuhlebezwe.gov.za), Tracker services – Ms P Luswazi (pluswazi@ubuhlebezwe.gov.za) and SCM related matters : Ms S Sityata (ssityata@ubuhlebezwe.gov.za)
Tel: 039 – 834 7700 Fax: 039 – 834 1168

The tender will be adjudicated via two stages of which the first stage will be functionality and the second stage will be pricing. Each bidder must score a minimum of 60% for functionality to be considered for the second stage of evaluation.

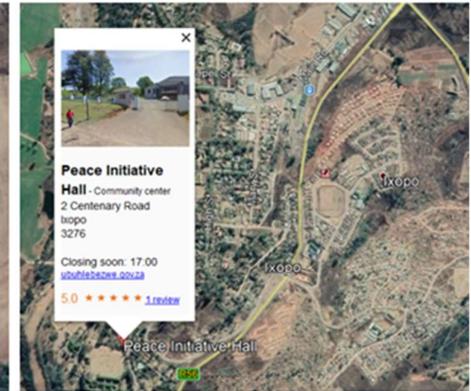
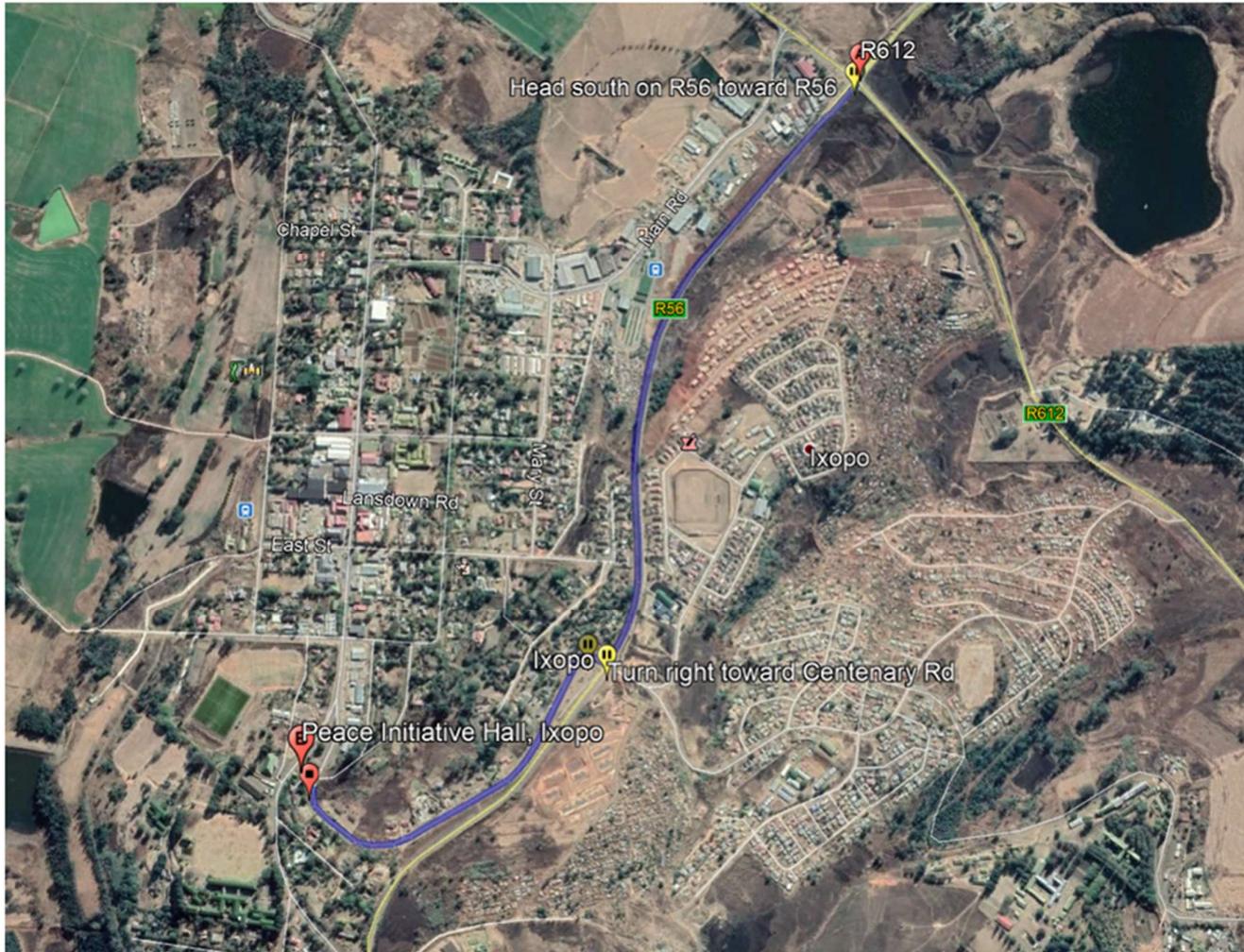
Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered.

Bids shall be valid for a period of 90 days. The Ubuhlebezwe Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next preferred tenderer or the tender may be cancelled.

(PP) 

**Mr. G.M. Sineke
Municipal Manager**

LOCALITY PLAN : Peace Initiative Hall, Ixopo.



DIRECTIONS FROM R612 –R56 intersection

A R56

1. Head **south** on **R56** toward **R56**
1.5 km
2. Turn **right** toward **Centenary Rd**
47 m
3. Continue onto **Centenary Rd**
850 m

B 2 Centenary Road

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM-
WARD 07

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

F1. 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 fulfil his or her duties impartially;
 - ii). an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii). incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- 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 totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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 Cancellations 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 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 the 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 familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F 2.8. Seek Clarification

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

F 2.9. Insurance

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

F 2.10 Pricing the Tender Offer

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

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

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

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

F 2.11 Alterations to Documents

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

F 2.12 Alternative Tender Offers

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

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

F 2.19 Inspections, Tests and Analysis

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

F 2.20 Submit Securities, Bonds, Policies, etc.

If requested, submit for the employer's acceptance before the 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 pre-qualify 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 pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance or 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, the number of points claimed for its BBBEE 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 the functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F 3.6 Non-disclosure

Not disclose to tenderers, or 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.

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

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

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

F 3.10 Clarification of a Tender Offer

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

F 3.11 Evaluation of Tender Offers

F 3.11.1 General

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

F 3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price

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 price.

F 3.11.4 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:

$$NQ = W_2 \times S_o/M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F 3.12 Insurance Provided by the Employer

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

F 3.13 Acceptance of Tender Offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other

- physical facilities, managerial capability, reliability , experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data, and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F 3.11 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. The successful tenderer will be notified if no appeals are received.

F 3.17 Provide Copies of the Contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of

Offer and Acceptance.

F 3.18 Provide Written Reasons for Actions Taken

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

F 3.19 Transparency in the procurement process

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

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

F 3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F 3.19.4 The client must publish the information on a quarterly basis which contains the following information:

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

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

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

F 3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	500000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

TABLE G2: CLASSES OF CONSTRUCTION WORK sets out detailed description of the various Designations (types) of construction work.

<i>CIDB Class of Construction</i>	
<i>CE</i>	<i>Civil Engineering</i>
<i>EB</i>	<i>Electrical Engineering Work - Building</i>
<i>EP</i>	<i>Electrical Engineering Work - Infrastructure</i>
<i>ME</i>	<i>Mechanical Engineering</i>
<i>GB</i>	<i>General Building</i>
<i>SB</i>	<i>Asphalt Works (Supply and Lay)</i>
<i>SC</i>	<i>Building Excavations, Shaft Sinking and Lateral Earth Support</i>
<i>SD</i>	<i>Corrosion Protection (Cathodic, Anodic and Electrolytic)</i>
<i>SE</i>	<i>Demolition and Blasting</i>

SF	<i>Fire Preventions and Protection Systems</i>
SG	<i>Glazing, Curtain Walls and Shop Fronts</i>
SH	<i>Landscaping and Horticulture Works</i>
SI	<i>Lifts, Escalators and Travellators (installation, commissioning and maintenance)</i>
SJ	<i>Piling and specialized foundations for buildings and structures</i>
SK	<i>Road Marking and Signage</i>
SL	<i>Structural Steel Fabrication and Erection</i>
SM	<i>Timber Buildings and Structures</i>
SN	<i>Waterproofing of basements, roofs and walls using specialist equipment</i>
SO	<i>Water Supply and Drainage for buildings (wet services, plumbing)</i>
SQ	<i>The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.</i>

T1.2.2 Variations to the Standard Conditions of Tender

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

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

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

Clause Variation, Amendment or Addition No.

F.1 General

F 1.1 Actions

*Add the following to the end of **Clause F.1.1**:*

The Employer is uBuhlebezwe Municipality, represented by
Mr S.B. Mkhwanazi
Email: sbmkhwanazi@ubuhlebezwe.gov.za

F 1.2 Tender Documents

*Add the following to the end of **Clause F.1.2**:*

"The Tender Document for this Contract comprises the following:

Not issued to Tenderer's, but available from the issuing bodies as applicable:

- 1) CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
- 2) GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
- 3) COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
- 4) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
- 5) SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
- 6) SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
- 7)

VOLUME 1: ISSUED TO TENDERERS:

The Tender T1: Tendering Procedures

T1.1 to T1.2

T2: Returnable Documents

T2.1 to T 2.22

The Contract

C1: Agreements and Contract Data

C1.1 to C1.8

C2: Pricing Data

C2.1 to C2.2

C3: Scope of Works

C3.1 to C3.8

C4: Site and Other Information

C4.1 to C4.2

VOLUME 2: ISSUED TO TENDERERS

Book of Drawings (as listed in C4.3)

F 1.4 Communication and Employer's Agent

*Add the following to the end of **Clause F.1.4**:*

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: **Buchule Engineer's** (represented by Mr. Sibulelo Zekevu)

Address: 29 Claribel Road
Windermere
Durban
4001
Telephone No: (031) 331 0478
Fax No.: (086) 618 9069
Email: sibu@buchule.co.za
Website: www.buchule.co.za

Tender and Technical Queries must be directed to Mr. S. Zekevu Email: sibu@buchule.co.za

F.2 TENDERER'S OBLIGATIONS

F 2.1 Eligibility

F 2.1.1 *Add the following to the end of **Clause F.2.1.1**:*

A. Construction Industry Development Board (CIDB) Registration

- 1) Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than **6CE** class of construction work, are eligible to submit a tender offer.

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

- 1) Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
- 2) The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation;
- 3) The value of work to be undertaken by each partner must

- be within their CIDB grading limit.
- 4) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations(2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

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

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

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have

provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

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

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

D. Attendance of Compulsory Site Briefing

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

E. Time for Completion of the Contract

The time for completion of the contract is stated in sub clause 2.6 of the Contract Data.

F. Tenderer's Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.

F.2.7 Clarification Meeting

*Add the following to the end of **Clause F.2.7**:*

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

F2.10.3 Pricing the Tender Offer

*Delete the contents of **Clause F.2.10.3** and replace with the*

following:

This tender is **NOT** subject to Contract Price Adjustment.

F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.

F.2.13 Submitting a Tender Offer

F.2.13.2 *Delete the contents of **Clause F.2.13.2** and replace with the following:*

“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.

Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1:List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2:Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.

Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above.

The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”

F.2.13.3 *Add the following at the end of **Clause F.2.13.3**:*

“Number of copies required is One (1) original and one (1) complete copy.”

Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer.”

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

“The tender shall be signed by a person duly authorized to do so.”

F.2.13.5 *Add the following after the first sentence of **Clause 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 the following:

Location of tender box:	Peace Initiative Hall
Physical address:	Peace Initiative Hall, Ixopo
Identification details:	BID NO. UBU-B-04/05/22
	UPGRADE OF JOLIVET SPORTFIELD
	COMPLEX PHASE 2 OUTDOOR GYM-
	WARD 7

F.2.13.6 *Delete the contents of **Clause F.2.13.6** and replace with the following:*

“A two-envelope Procedure as described in **Clause F.3.5** will not be followed.”

F.2.15 **Closing Time**

F.2.15.1 *Add the following to the end of **Clause F.2.15.1**:*

“The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender”

F.2.16 **Tender Offer Validity**

F.2.16.1 *Add the following to the end of **Clause F.2.16.1**:*

“The tender offer validity period is 90 days.”

F.2.16.2 *Add the following to the end of **Clause F.2.16.2**:*

“The maximum extension on the tender offer validity period is 90 days.”

F.2.17 **Clarification of Tender Offer after Submission**

*Add the following to the end of **Clause F.2.17**:*

“A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer’s written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or

lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.”

F 2.23 Certificates

*Add the following to the end of **Clause F.2.23**:*

“The Tenderer is required to submit the following certificates with the tender as per requirements of **Clause F.2.13.2**:

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2, page 69).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document B2 in Part T2, page 70).

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

C. Bargaining Council Certificates

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

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

F.3 THE EMPLOYER’S UNDERTAKINGS

F 3.1 Respond to Requests from the Tenderer

F 3.1.1 *Delete the contents of **Clause F 3.1.1** and replace with the following:*

“The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew

tender documents.”

F 3.4 Opening of Tender Submissions

F 3.4.1 *Add the following to the end of **Clause F 3.4.1**:*

The time and location for opening of the tender offers is:

Time: 12h00
Location: Peace Initiative Hall

F 3.4.2 *Delete the following **Clause F 3.4.2**:*

F 3.5 Two-envelope system

*Delete the contents of **Clause F 3.5** and replace with the following:*

F 3.7 Grounds for rejection and disqualification

*Add the following to the end of **Clause F 3.7**:*

“Tenderers will be disqualified if any if,

- a) Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector
- b) If the Tenderer has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.
- c) If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract”

F 3.8 The following conditions will apply on this tender:

- Price(s) quoted m Price(s) quoted must be valid for at least Ninety (90) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT.
- The quote must be submitted on a separate page containing the letterhead of your business.
- This quotation will be evaluated in terms of the Price and for this purpose the enclosed forms MBD 1, MBD 4, MBD 8 & MBD 9 must be scrutinized, completed and submitted together with your quotation.
- Valid Tax Clearance Certificate & Tax compliance status with verification pin
- Detailed proof of registration in the Central supplier database
- Proof of CIDB registration
- Copy of Company Registration Document
- Copies of ID for Company Directors or Members
- In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days)
- In case of a bidder leasing the property, they must attach a lease agreement & signed letter from landlord stating that rent is up to date and letter must not be order than 3 months
- In case of the bidder operating in an area that does not pay municipal services, they must attach an affidavit stating that municipal services are not paid in that area and affidavit must not be order than 3 months.
- If the bidder is staying with parents, spouse or any family relative where rates are paid an affidavit from the bidder or letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached. (Affidavit or Letter must not be older than 3 months)

NB: No quotations will be considered from persons in the service of the state.

The council does not bind itself to accept the lowest or any quotation and reserves the right to accept the quotation as whole or in part, at the rates quoted.

If the price offered by tenderer is not market related, the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.

Failure to comply with these conditions may invalidate your offer.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

*Add the following to the end of **Clause F.3.11.1**:*

“The Procedure for the evaluation of responsive tenders is **Method 1: Price and Preference**. Quality (functionality) will be used as a prequalifying criteria, with tenderers required to meet a minimum quality score of 60 points in order to qualify for further evaluation.”

F.3.11.7 Scoring Price

*Add the following to the end of **Clause F.3.11.7**:*

“For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.”

F.3.11.8 Scoring Preferences

*Add the following to the end of **Clause F.3.11.8**:*

“For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations.”

F.3.11.9 Scoring Functionality

Replace this clause with the following:

The functionality will be applied as a prequalifying criteria to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Details	Total Max Points	Item Max Points
Criteria 1: Approach	15	
1.1 Preliminary Programme	15	
The Preliminary Programme to include the full scope of work described in the work specification and schedule of quantities. The Programme should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. Taking into account factors (i) &		

(ii) listed below the, a score will be allocated for the submitted programme as per the ranking outlined below. (i) logic of the sequencing of construction activities and correlation with the cash flow (ii) practicality of the completion timeframes of the respective activities The Preliminary Programme must be submitted under “Returnable Documents”, (Schedule A5, Page 53).		
Good (fully complies with requisite (i) and (ii) above)		15
Average (partly complies with requisite (i) and (ii) above)		10
Poor (does not comply with requisite (i) and (ii) above)		2
No submission		0
Criteria 2: Experience of Site Personnel	25	
2.1 Site Agent (SA)	15	
If SA has 10 years’ experience and has completed similar projects		15
If SA has 7 years’ experience and has completed similar projects		10
If SA has 5 years’ experience and has completed similar projects		5
If SA has NOT completed similar projects in last 5 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under “Returnable Documents”, (Schedule A9, page 57). (The required minimum qualification for the Site Agent is a National Diploma in any of the following disciplines Civil Engineering, Quantity Survey or Project Management)		
2.2 General Foreman (GF)	10	
If GF has 10 years’ experience and has completed similar projects		10
If GF has 7 years’ experience and has completed similar projects		8
If GF has 5 years’ experience and has completed similar projects		6
If GF has NOT completed similar projects in last 3 years, regardless of other experience		0
Note: The CV and certified copies of Academic Qualifications of the proposed GF must be submitted under “Returnable Documents”, (Schedule A9, Page 57).		
Criteria 3: Experience of Company		
3.1 Relevant Experience	60	
5 points per appointment letter and completion certificate		60

Tenderer has NOT completed a similar project		0
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in (Schedule A7, page 55) of the Returnable Documents. Similar projects are:		
(i) Supply and install of gym equipment		
TOTAL POINTS FOR QUALITY		100
TENDERERS WITH A SCORE OF LESS THAN 60% WILL BE REJECTED AS NON-RESPONSIVE		

F.3.16 Notification to unsuccessful tenderers

Delete the contents of Clause F.3.16.2 and replace the following:

“If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, uBuhlebezwe Municipality. The format of the appeal must:

- f) set out the reasons for the appeal
- g) state in which way the appellant's rights have been affected by the decision
- h) state the remedy sought
- i) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of uBuhlebezwe Municipality’s acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of uBuhlebezwe Municipality’s appeals process.”

F.3.17 Provide Copies of the Contracts

Add the following to the end of Clause F.3.17:

“The number of paper copies of the signed contract to be provided by the Employer is ONE.”

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B4: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

T.1.2.3.2 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 Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:

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

Tenderer.

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

T.1.2.3.3 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 Contract Price.

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

T.1.2.3.4 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R4 500 per month and an additional R300 per month airtime allowance throughout the contract.

T.1.2.3.5 Labour Intensive Construction / Use of Local Labour

Where unskilled workers is required, the Contractor shall employ and, where necessary, train workers from the local community to execute certain labour-intensive tasks. The Employer, through a Community Liaison Officer, shall facilitate the process of identifying possible individuals to be employed by the Contractor.

Labour intensive construction must be interpreted in the broader sense as defined in the particular specifications PC and also Guidelines for the implementation of labour-intensive

infrastructure projects under the Expanded Public Works Programme (EPWP) – “Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.”

The Contractor shall prepare a proposal with regards to the identification and execution of labour intensive tasks stating (a) The number of unskilled local labour to be employed, (b) Number of labourers to be trained, type of training and (c) Methods of construction. The proposal shall also indicate the names and qualifications of the individuals assigned to supervise the work. The proposal shall be submitted and approved by the Engineer prior to commencing with the relevant tasks. Once approved, the Contractor shall be expected to perform in terms of the proposed targets.

The latest gazette government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rate is R170/day. It should be noted that this rate is subject to adjustments to take into account inflation and other factors.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development Programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy.

PART T2: RETURNABLE SCHEDULES

**UBUHLEBEZWE MUNICIPALITY
 BID NO: UBU-B-04/05/22
 UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 7**

T 2.1 LIST OF RETURNABLE SCHEDULES

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

SCHEDULE	DESCRIPTION	PAGE	ATTACHED
	Returnable documents required for tender evaluation purposes		YES/NO
A1	Clarification Meeting Certificate	43	
A2	Authority To Sign Documents	44	
A3	Certificate or Authority for Joint Ventures	45	
A4	JV Agreement	46	
A5	Preliminary Programme	47	
A7	Schedule of Work Experience of Tenderer	48	
A8	Tender's Current Projects and Size of Enterprise	49	
A9	Proposed Key Personnel of Enterprise	50	
A10	Schedule of Construction Plant	51	
A11	Company Registration Documents	52	
A12	ID Copies for Members	53	
A13	Alterations / Amendments by Tenderer	54	
A14	Record of Addenda to Tenderers	55	
A15	Tax Requirements (MBD 2)	56	
A16	Declaration of Interest (MBD4)	57-59	
A19	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	60-61	
A20	Certificate of Independent Tender Determination (MBD 9)	62-64	
A21	Proof of Municipal Account	65	
A22	Form concerning fulfilment of the construction regulations 2014	66-67	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender		
B1	CIDB Contractor Registration Certificate	68	
B2	Tax Clearance Certificate & Verification Pin	69	
B4	Proof of Central Supplier Database (CSD) registration	70	
B5	Letter of Good Standing	71	
Schedule C	Other Documents that will form part of The Contract		
C1.1	Form Of Offer And Acceptance	73-80	
C1.2	Contract Data	81-88	
C1.3	Tenderer's Direct Participation of Targeted Labour	89-91	
C1.4	Tenderer's Direct Participation of Targeted Enterprises	92-94	
C1.5	Proforma Performance Guarantee	95-98	
C1.6	Occupational Health And Safety Agreement	99-101	
C2.1	Pricing Instructions	102-104	
C2.2	Pricing Data and Bill of Quantities	106-110	
C3	Scope of Work	111-113	
C4	Site Information	122-126	

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

T2.2 RETURNABLE SCHEDULES

A1. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*

of (tenderer)

of (address)

.....

.....

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF UBUHLEBEZWE MUNICIPALITY:

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF THE TENDERER:

NAME

SIGNATURE

DATE

A2. AUTHORITY TO SIGN DOCUMENTS

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

.....

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

.....

.....

*Delete whichever is inapplicable

1.	<div style="border: 1px solid black; width: 240px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

2.	<div style="border: 1px solid black; width: 240px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

WITNESSES:

1.	<div style="border: 1px solid black; width: 240px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

2.	<div style="border: 1px solid black; width: 240px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
	NAME	SIGNATURE	DATE

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

Mr./Ms , authorised 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.

A4. JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner
- v) Signed by both parties

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A5. PRELIMINARY PROGRAMME

The tenderer must attach hereto the preliminary programme.

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A6. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A8. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		HDI Status	NQF 7 Certified
		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	Yes/No
Site Agent					
General Foreman					

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A9. SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall indicate if plant is OWNED or HIRED.

CONSTRUCTIO PLANT AVAILABLE				
Description	Size	Capacity	Number	Owned / Hired

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A10. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A11. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A13. 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:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A14. TAX REQUIREMENTS (MBD 2)

A15. DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
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 her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²).....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:.....

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.....
.....

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

3.11.1 If yes, furnish particulars.....
.....

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

3.12.1 If yes, furnish particulars.....
.....

3.13 Are any spouse, child or parent of the company's director's 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

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

A16. DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the 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)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

A17. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Bidding Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT TENDER 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 ofthat:
(Name of Bidder)

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

- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

A18. PROOF OF MUNICIPAL ACCOUNT

1. In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in areas for more than 90 days).
2. 2)In case of a bidder leasing the property, they must attach a lease agreement & letter from landlord stating that rent is up to date not older than 3 months.
3. In case of the bidder operating in an area (rural area) that doesn't pay rates, they must attach an affidavit stating that rates are not paid in that area. The affidavit must not be older than 3 Months.
4. If the bidder is staying with parents, spouse or any family relative in an area where rates are paid, an affidavit from bidder or a signed letter from the property owner stating that bidder is not responsible for municipal accounts must be attached (affidavit or the letter must not be older than 3 months)

SIGNED BY / ON BEHALF OF

NAME

SIGNATURE

DATE

A19. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

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

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

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

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

.....

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

.....

.....

5. Potential key risks identified and measures for addressing risks:

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

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

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

SIGNED BY / ON BEHALF OF

NAME

SIGNATURE

DATE

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

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.

SIGNED BY / ON BEHALF OF

NAME

SIGNATURE

DATE

B2. TAX CLEARANCE CERTIFICATE & VERIFICATION PIN

The tenderer shall attach hereto a valid Tax Clearance Certificate and a valid Tax Clearance PIN Number from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or a valid Tax Clearance PIN Number.

SIGNED BY / ON BEHALF OF

NAME

SIGNATURE

DATE

B3. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report.

SIGNED BY / ON BEHALF OF

NAME

SIGNATURE

DATE

B4. LETTER OF GOOD STANDING

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

SIGNED BY / ON BEHALF OF

NAME

SIGNATURE

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07

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:

BID NO: UBU-B-04/05/22 – UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07

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

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

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

.....
..... RAND (in words);

R (in figures)

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 7

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: Agreement and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work
- Part C4: Site Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, 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 days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY

29 Margaret Street, Ixopo, 3276

P.O Box 152, Ixopo, 3276

SIGNED BY WITNESS

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 7

SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject.....

Details.....

.....

.....

.....

2. Subject.....

Details.....

.....

.....

.....

3. Subject.....

Details.....

.....

.....

.....

4. Subject.....

Details.....

.....

.....
.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS

NAME	SIGNATURE	DATE

SIGNED ON BEHALF OF/BY UBUHLEBEZWE MUNICIPALITY:

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07

CONFIRMATION OF RECEIPT

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

the (day) of (month)(year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS

NAME

SIGNATURE

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07

C1.2 CONTRACT DATA

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised 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.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 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 below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

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

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 date for achieving Practical Completion is a date **five (6) months** after the Commencement Date.

Clause 1.1.1.15

The **Employer** is Ubuhlebezwe Municipality, represented by Mr. G.M Sineke and/or such person or persons duly authorised thereto by the Employer in writing and is referred to in this Contract

Document by the terms "Employer".

Clause 1.1.1.16

The **Employer's Agent**, referred to in the documents, and is Buchule Engineers (Pty) Ltd acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer's Agent is: Buchule Engineers (Pty) Ltd or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is 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 specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Add the following Clause after Clause 1.1.1.34

1.1.1.35 "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 Employer's Agent or delivered to the Contractor by the Employer's Agent.

Clause 1.2.1.2: Notices

The name of the Employer is	:	UBUHLEBEZWE MUNICIPALITY
The address of the Employer is	:	29 Margaret Street, Ixopo, 3276
The name of the Employer's Agent is	:	Buchule Engineers (Pty) Ltd
The address of the Employer's Agent is	:	29 Claribel Road Windermere Durban 4001

Clause 1.3.5: Contractor's Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer's Approval Required

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

Clause 4.3: Legal Provisions

Add the following Clauses 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 (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

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. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days is Saturday, Sunday, the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on **15 December 2022** and ends on **07 January 2023**.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer’s Agent shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by. **Clause 5.12.2.2: Extension of Time**

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

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

January	7 days	May	days	September	3 days
February	6 days	June	1 day	October	6 days
March	6 days	July	1 day	November	6 days
April	3 days	August	3 days	December	7 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer’s Agent such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

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

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.8.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is **R 1 500.00** per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The Proforma Performance Guarantee shall be worded as set out in the document included in C1.5. The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to contract price adjustment.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

Add the following to Clause 6.10.3:

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

Clause 6.10.5: Payment of Retention Money

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Employer’s Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Employer’s Agent ..” and replace with the words “.. the full limit of retention money shall be held until the Employer’s Agent

..”

Clause 6.10.5.1

In the sixth line, delete the words “ .. of the second half ..”

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the 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 R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (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.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Employer's Agent the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 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 and 10.6: Dispute Resolution

Dispute resolution shall be by ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: 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.

Clause 12: 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 prior written consent of the Employer's Agent.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

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

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

Telephone:.....
.

Fax:

Email:.....

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07

C1.3. Tenderer's Direct Participation of Targeted Labour

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Labour

Individuals, employed by the contractor and his / her targeted enterprise in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 3 months.

1.3 Target Area

For this project, the target area is defined as **Ward 8** of the **Ubuhlebezwe Municipal Area**.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of **10%** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

Labour Intensive Construction / Use of Local Labour

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:

- Topsoil preparation for grassing
- Fencing
- line markings
- Bricklaying, Plastering of Ablution facility and Change rooms
- Painting Plastering of Ablution facility and Change rooms
- Laying segmented paving
- General cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

1. Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
2. Maximise labour-intensive practices for targeted enterprises as per EPWP.
3. Accept the sanctions set out in Section 2 below, should such conditions be breached;
4. Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
5. Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$P = 0,50 \times (D - D_o) \times N_A$$

Where

- D = tendered Contract Participation Goal percentage.
Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of % (minimum: 10%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff is considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD 07

C1.4. Tenderer's Direct Participation of Targeted Enterprises

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Enterprise

Targeted Enterprises are those majority Black-owned SMMEs whose primary area of operation is within the uBuhlebezwe Municipality boundary. Where there are no suitable targeted enterprises within uBuhlebezwe Municipality boundary that can be engaged to supply particular goods and services required a suitable majority Black-owned SMME whose primary area of operation is within the Harry Gwala District Municipality boundary will be accepted as a targeted enterprise.

2. Conditions associated with the Contract Participation Goals (CPG)

The tenderer undertakes to:

- 1) Appoint targeted enterprises to undertake a minimum of **20 %** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).
- 2) Maximize labour-intensive practices for targeted enterprises as per EPWP.
- 3) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) Accept the sanctions set out in Section 4 below should such conditions be breached.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Net Amount (NA) and not calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$P = 0.50 \times (D - D_0) \times N_A$$

Where

D = Tendered Contract Participation Goal percentage.

D₀ = the contract participation goal which the employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist subcontractors, expenditure specified by the Employer's Agent for items with no local labour content and specialist contractors excluding vat)

P = Rand value of penalty payable

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of % (minimum: **20%**).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

Name:

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
Total			

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM- WARD
07

C1.5 PROFORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:.....

Physical address:

.....

“Employer” means: UBUHLEBEZWE LOCAL MUNICIPALITY

“Contractor” means:”.....

“Employer’s Agent” means: Buchule Engineers (Pty) Ltd

“Works” means:.....

“Site” means:.....

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:.....

.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....

.....

“Expiry Date” means:.....

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate 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 Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

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

- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY



WITNESS (1)



SIGNATURE



WITNESS (2)



SIGNATURE

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
**UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM-
WARD 07**

C1.6 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT MADE AND ENTERED INTO BETWEEN UBUHLEBEZWE 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 thereunder.

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.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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 familiarizes himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her 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/her employees and/or his/her 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.

PART C2: PRICING DATA

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM-
WARD 07

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications (1998 edition).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

Abbreviations used in these Bills of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill 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.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in 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 Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in 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.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardized Specifications.

C2.2 BILL OF QUANTITIES

Important Note

- This bill must be completed in black ink.
- Items not completed will be considered to be included in other items of this bill

BID NO. UBU-B-04/05/22
 UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM

SUMMARY OF SCHEDULES		
Section No.	Description	Amount (R)
1	Preliminary and General	
2	Gym Surface	
3	Gym Equipment	
	Sub-Total A	
Provisional Allowance for Contingencies (10% of Sub-Total B)		
Total Construction Cost (excl VAT)		
Value Added Tax at 15%		
Total Construction Cost		

BID NO: UBU-B-04/05/22
 UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM

ITEM NO	PAY REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A PSA	<u>SECTION 1: PRELIMINARY AND GENERAL</u>				
1,1	8,3	<u>FIXED-CHARGE ITEMS</u>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	Establish Facilities on the Site:	Sum	1		
1.1.3		One contract name board	Sum	1		
1.1.4	8.3.4	Remove Contractor's Site Establishment on completion	Sum	1		
1.1.5		The cost of Health & Safety measures in terms of the Construction Regulations (2003) of the Occupational Health & Safety Act including protective clothing	Sum	1		
1.2	8,4	<u>TIME-RELATED ITEMS</u>				
1.2.1	8.4.1	Contractual requirements	Month	2		
1.2.2	8.4.2	Operate and maintain facilities on the Site:				
1.2.3		Operate and maintain facilities on site for the Engineer				
1.2.4		Telephone	Month	2		
1.2.5	8.4.2.1	Facilities for Contractor for duration of construction, except where otherwise stated:				
1.2.6		Office, storage, workshops, laboratories	Month	2		
1.2.7		Living Accommodation & toilet facilities	Month	2		
1.2.8		Water, Electricity & Communication	Month	2		
1.2.9		Tools & small equipment	Month	2		
1.2.10		Dealing with Water	Month	2		
1.2.11		Access	Month	2		
1.2.12		Plant	Month	2		
1.2.13	PC11	Community Liaison Persons	Month	2		
CARRIED FORWARD TO NEXT PAGE						

BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM

ITEM NO	PAY REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		SECTION 2 : GYM SURFACE				
2,1	SABS 1200DA	Earthworks				
2.1.1	8.3.1	Remove topsoil to nominal depth of 150mm and stockpile.	m ³	105		-
2.1.2	8.3.1	Cut to spoil.The rate to include 1 km freehaul				
2.1.3		a) soft excavation	m ³	140		-
2.1.4		b) hard rock excavation	m ³		Rate Only	
2,2		Base Material				
2.2.1		Preperation and compaction of insitu material to a depth of 150mm to a minimum of 90% MOD AASHTO Density. The rate shall include scarifying , watering , shaping and compacting of material	m ³	140		-
2.2.2	8.3.2	Supply, prosess to a depth of 150mm and compact to 95% MOD AASHTO Density G5 materila form commercial sources	m ³	140		-
2,3	SABS 1200G	Concrete (structural)				
2,4	8,2	Formwork				
2.4.1	8.2.5	smooth vertical plane to edges of slab, depth 200 mm	m ²	28		-
2,5	8,3	Reinforcement				
2.5.1		Supply & fix the steel bars as follows:				
2.5.2	8.3.2	High tensile welded mesh:Ref no. 245	m ²	450		-
2,6	8,4	Concrete				
2.6.1	8.4.3	Supply and cast grade 25MPa/19 mm concrete for court floor slab	m ³	90		-
2,7	8,4.4	Uniform Surface Finish				
2.7.1	8.4.4(b)	Steel floated finish - Heavy steel trowelling	m ²	90		-
2.7.2	8.4.4(d)	Very light brushing with hairbroom after casting of playing courts	m ²	90		-
2.7.3		Artificial grass - Belgotex Duraturf DIY Grass (1000 x 2000 x 9mm) or Simmilar Approved For 100m ² for Aerobics	No	50		-
Carried Forward to Next Page						-

BID NO: UBU-B-04/05/22
 UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM

ITEM NO	PAY REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward From Previous Page						-
2,8	8,5	Joints				
2.8.1		Expansion Joint to centre of court: 20mm Wide gap containing a strip of closed cell expanded polyethylene	m	1200		-
2.8.2		Key joint: Refer to drawing	m	1200		-
2,9		Paint				
2.9.1		coats)	m	150		-
2.9.2		Dressing - Green waterborne emulsion coating (2 coats)	m ²	450		-
Carried Forward to Summary Page						-

ITEM NO	PAY REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	3	SECTION 3 : GYM EQUIPMENT				
		Supply, deliver and install the following equipment complete as per the specification and dimension including supplier guarantees of a minimum of 6 months:				
3,1		<u>Description and Item Code</u>				
3.1.1		Double Push Chair / Double seated chest press - <i>BO-002</i>	no	2		-
3.1.2		Double Pull Chair / Lat pull down - <i>BO-001</i>	no	2		-
3.1.3		Tripple Space Walker / Tripple Air Walker - <i>BLO-062</i>	no	2		-
3.1.4		Scaling Ladder / Overhead Ladder - <i>BLO-047</i>	no	1		-
3.1.5		Elliptical Machine - <i>SS-7028</i>	no	3		-
3.1.6		Bicycle / Amusement Rider - <i>BLO-020</i>	no	3		-
3.1.7		Pendulum / Double surf board - <i>BLO-007</i>	no	1		-
3.1.8		Butterfly Arm Trainer / Air Skier - <i>BLO-024</i>	no	2		-
3.1.9		Chest Press / Single Seated chess press - <i>BLO-032</i>	no	1		-
Carried Forward to Next Page						-

Part C3: Scope of Work

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work
Specifications

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The proposed Jolivet Outdoor Gym is in Jolivet Area which is located in Ward 7 of UBuhlebezwe Local Municipality within the jurisdiction of Harry Gwala District Municipality in the Kwa-Zulu Natal Province. The proposed outdoor gym will serve a population of approximately 823 people with 137 households in the Jolivet Area, derived from a 2011 census (<https://census2011.adrianfrith.com/place/597034>) and a 0.81% yearly growth rate as provided by the UBuhlebezwe Local Municipality.

C3.1.2 Overview of the Works

The proposed outdoor gym is strategically located within the existing Jolivet Community Centre which has the following infrastructure already in place: Sport field; combo court; community; change rooms with ablution facilities; High mast light; education centre; etc. The whole centre is already fenced and has a controlled access. Due to the fact that change rooms; ablution facilities and High mast light are already existing there won't be a need to construct new ones, the existing ones shall be used since they are already existing.

The Scope of works envisaged in the Upgrade of Jolivet sport field complex phase 2 outdoor gym is:

1. Clearing, removal, and proper disposal of the residual rubble
2. Removal of topsoil to a minimum of 150mm on the proposed site for the Gym
3. Rip and re-compact to 95% Mod AASHTO
4. Construction of G5 Sub-base layer underlay
5. Construct 35m x 20m x 200mm thick reinforced concrete slab (25Mpa).
6. Supply, delivery & installation of outdoor gym equipment
7. Construction of concrete surfacing / floor finishing
8. Construction of water fountain with associated water connection works.
9. Aesthetics will be considered.

C3.1.3 Location of the Works

The project is located in Ward 07 of uBuhlebezwe Local Municipality in the community of Somelulwazi which is located approximately 44.00km in the South-easterly direction of the Ixopo CBD. Access to the proposed site from the Ixopo CBD is through R612 road. Refer to the table below for the site coordinates

Site Coordinates

Latitude: 30° 16.408'S

Longitude: 30° 21.141'E

C3.1.4 Description of Site and Access

The project, namely, the "Construction of Commercial Road in Ward 2" is located within Ixopo SP (sub-place), according to the 2011 population census. Commercial Road lies within Ward 2 of ULM. The project area can be accessed from UBuhlebezwe Local Municipality offices by travelling due south along Margaret Street for approximately 76m and then you merge onto Commercial Road, which leads directly onto Commercial Road on the east and leads to Mary street.

Commercial Road forms the western boundary between Ixopo town and the peri-urban areas beyond. This road starts from Grants Avenue and terminates at a dead end on the northern boundary of Ixopo town.

C3.1.5 Temporary Works

All design and the construction of any temporary works must be approved by the Engineer.

UBUHLEBEZWE MUNICIPALITY
BID NO: UBU-B-04/05/22
UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2

C3.2. Procurement

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid **receipt is obtained.**
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the

supplier's fault or negligence and not foreseeable.

1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.15. "GCC" means the General Conditions of Contract.

1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured

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C3.3. Particular Specifications

SECTION PG: OUTDOOR GYM EQUIPMENT

This covers particular specifications that are not in the code of Practice SANS 1200 but are required for the completion of the project.

PG1. SPECIAL REQUIREMENTS: COMPLIANCE WITH TECHNICAL SPECIFICATIONS

Please note, that prior to delivery, it will be required from the successful bidder/s to produce a leaflet/brochure with the manufacturer name, product name and all other specifications listed under "general specifications" and be clearly marked in accordance with the relevant item number in order to verify compliance with the required technical specifications.

In case of failure to comply with this notice and/or failure to comply with technical specifications, SBM reserves the right to cancel the order, and the order may be offered to another services provider.

PG2 SUPPLY, DELIVERY AND INSTALLATION OF OUTDOOR GYM EQUIPMENT.

PG2.1 All equipment will be supplied, delivered and installed according to the manufacture's specification.

PG2.2 All equipment to comply with ISO9001: 2000 international quality management system certificate.

PG2.3 Steel materials to be utilized for the construction of the various types of gym equipment, shall be of a minimum of:

- SAE 1040 medium carbon steel.
- 3mm thickness galvanized steel, unless stipulated otherwise.
- All bearings are made from stainless steel with cast steel rollers.

PG2.4 Minimum of five layers of fibre glass for all seats and stepping platform, unless stipulated otherwise.

PG2.5 Equipment ends must be with round edges to reduce impact

PG2.6 All steel parts must be galvanized and powder coated for rust protection.

PG2.7 All metal parts shall receive a minimum of 0.2mm powder coating.

PG2.8 Equipment shall be coated with a layer of polyurethane UV3 coating for ultraviolet protection.

PG2.9 Any nuts and bolts used must be stainless steel for weather protection.

PG2.10 The equipment shall be installed as per manufacturer's specifications.

PG2.11 An instruction board will be attached to each unit.

PG2.12 Joint moving parts must be stainless steel with cast steel rollers, must not require lubrication and must not get affected by dust, sand and water.

PG2.13 Minimum of 1 year warranty.

PG2.14 Equipment shall comply with ISO 9001:2008 standards (attach certificate as proof).

PG2.15 Fastening bolts to be concealed with steel cover to prevent removal.

PG2.16 Gym equipment to be supplied by the appointed (service providers) should at all times meet the desired compliance with the provisions of the OHS Act and any other regulated requirement by any entity having the authority to do so.

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C3.4 CONSTRUCTION ENVIRONMENTAL PLAN

WORKS SPECIFICATIONS

PART C: Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimize the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 Refuse

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimized.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 Noise

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbors. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OSHA (1993) which gives safe clearances for various voltages.

PES12 Removal of Protected Plants from Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention and Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) i.e. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example, mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and UBUHLEBEZWE Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement and Payment

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification

Part C4: Site Information

	<u>Page</u>
C4.1 Geotechnical Report	
C4.2 Locality Plan	
C4.3 Tender Drawings	

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C4.1. Geotechnical Investigation

The geotechnical investigation not available yet

UBUHLEBEZWE MUNICIPALITY
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C4.2. Locality Plan

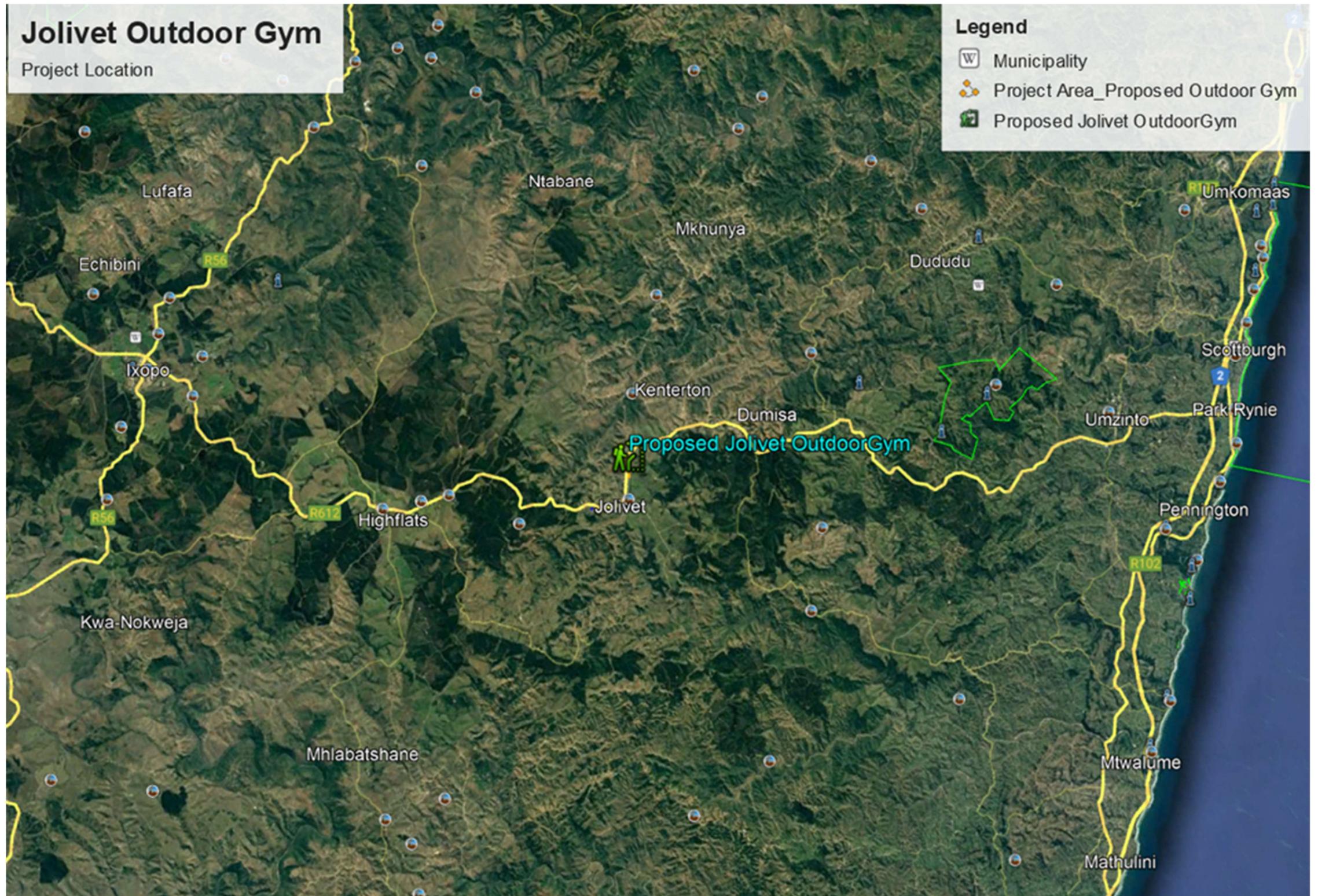
Refer to Plan A image below attached hereto.

Site Coordinates

Latitude: 30° 16.408'S

Longitude: 30° 21.141'E

LOCALITY PLAN



UBUHLEBEZWE MUNICIPALITY BID NO: UBU-B-01/05/21

UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2

C4.3 DRAWINGS LIST

1. Bound into this Document

UPGRADE OF JOLIVET SPORTFIELD COMPLEX PHASE 2 OUTDOOR GYM: TENDER DRAWINGS		
DRAWING NO.	DRAWING TITTLE	DRAWING REV
UBLM/21-JOG-A000	LOCALITY PLAN	REV 0
UBLM/21-JOG-A001	OVERALL LAYOUT PLAN	REV 0
UBLM/21-JOG-A002	EQUIPMENT TYPES AND LAYOUT PLAN	REV 0

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Employer’s Agent, or copies may be purchased by arrangement with the Employer’s Agent. No claims for misunderstanding reduced drawings will be considered.

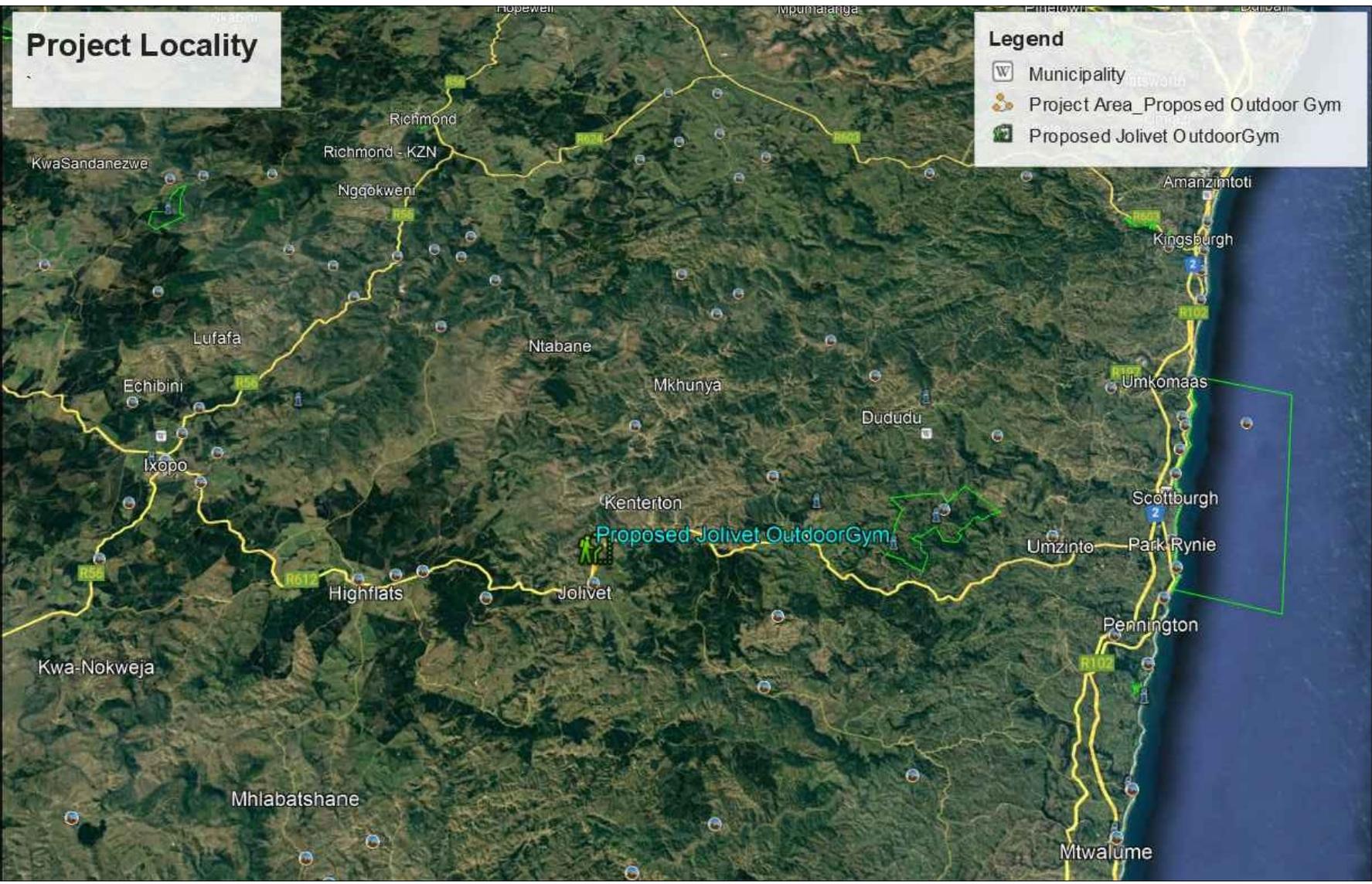
GENERAL NOTES/LEGEND

NOTES

GYM EQUIPMENT LAYOUT IS DRAWN TO SCALE AND THE DIMENSIONS SHOWN ON THE EQUIPMENT TYPES WERE USED TO DRAW AND POSITION THE GYM EQUIPMENT IN PLAN

LEGEND

- NEW CLEAR VIEW FENCE
- XXX EXISTING SCHOOL FENCE



Project Locality

Legend

- Municipality
- Project Area_Proposed Outdoor Gym
- Proposed Jolivet OutdoorGym

Rev.	By	Date	Revision Details
DESIGNED	S.SAMBO	NOV 2021	
CHECKED	T. TAURIA	NOV 2021	
DRAWN	S.SAMBO	NOV 2021	
CHECKED	S.ZEKEVU	NOV 2021	
CLIENT			



CLIENT APPROVED _____ DATE _____

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CONSULTANT'S SIGNATURE _____ DATE _____
 Pr No. _____
 CLIENTS SIGNATURE _____ DATE _____

PROJECT TITLE
 UPGRADE OF JOLIVET SPORTFIELD
 COMPLEX PHASE 2 OUTDOOR GYM

DRAWING TITLE
 LOCALITY PLAN

SCALE: 1:500

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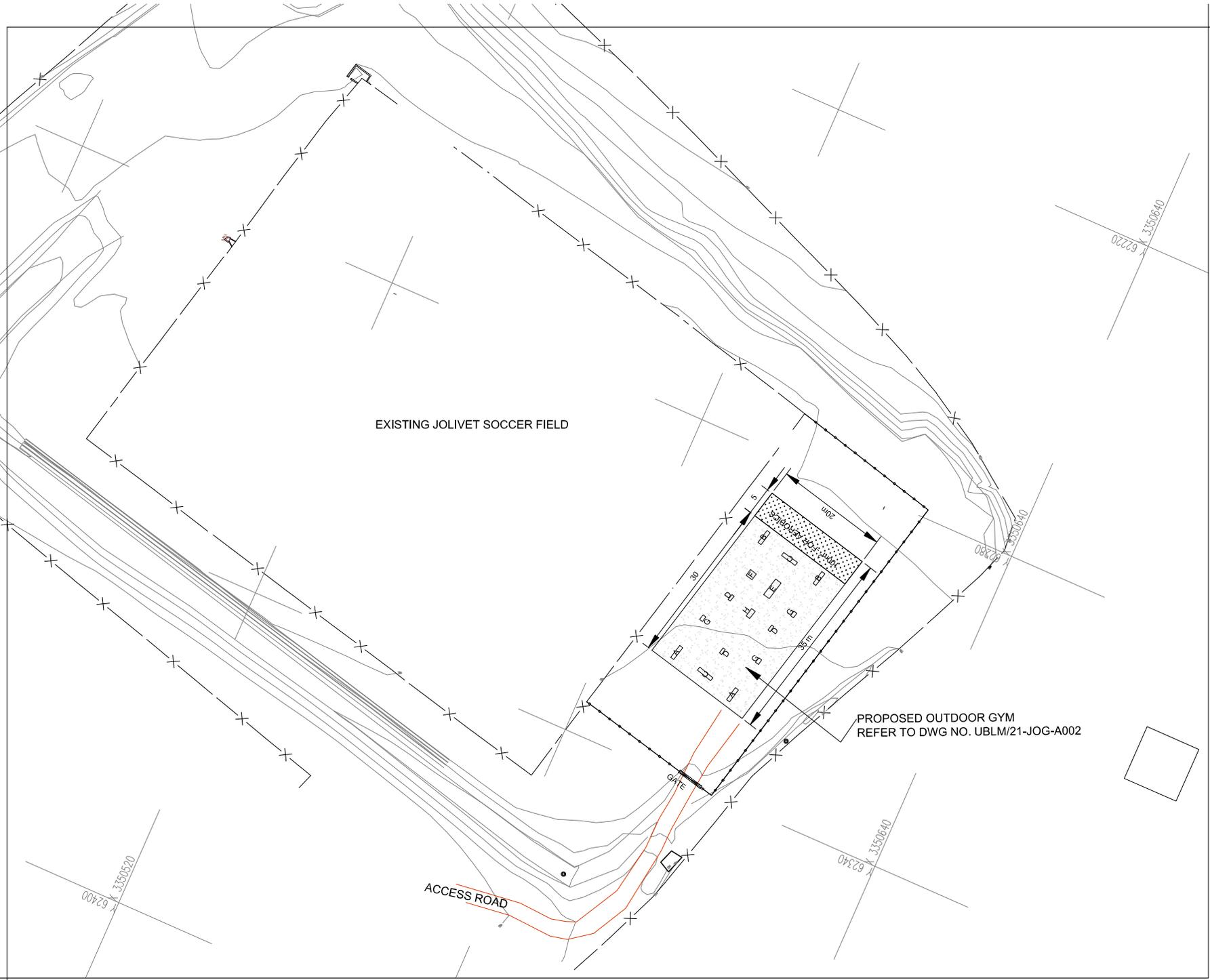
GENERAL NOTES/LEGEND

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LEGEND

- +—+—+— NEW CLEAR VIEW FENCE
- X—X—X—X— EXISTING SCHOOL FENCE



Rev.	By	Date	Revision Details
DESIGNED	S.MBAMBO	NOV 2021	
CHECKED	T. TAURIA	NOV 2021	
DRAWN	S.MBAMBO	NOV 2021	
CHECKED	S.ZEKEVU	NOV 2021	

CLIENT



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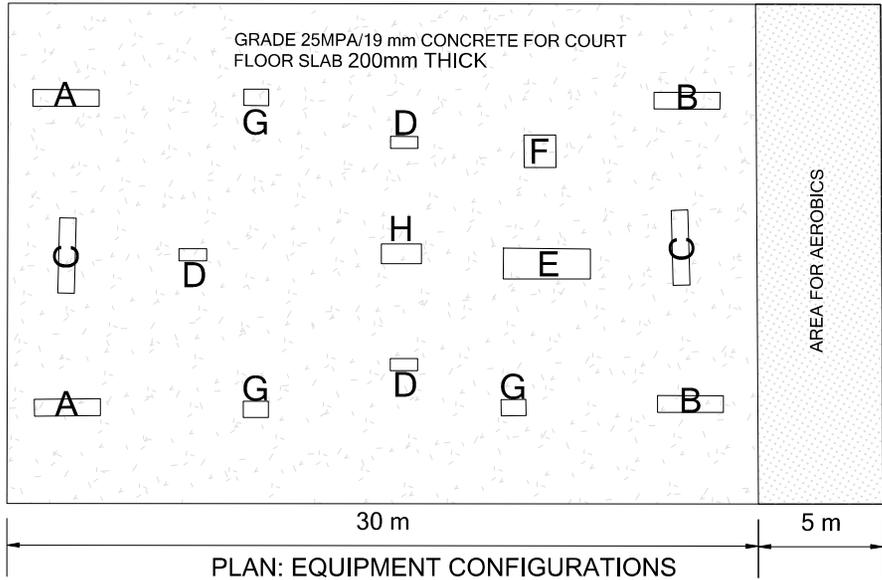
CONSULTANT'S SIGNATURE	DATE
Pr No.	DATE
CLIENTS SIGNATURE	DATE

PROJECT TITLE
 UPGRADE OF JOLIVET SPORTFIELD
 COMPLEX PHASE 2 OUTDOOR GYM

DRAWING TITLE
 OVERAL LAYOUT PLAN

SCALE: 1:500

GRADE 25MPA/19 mm CONCRETE FOR COURT
FLOOR SLAB 200mm THICK



D Bicycle

	Approximate measurements:	
	Length	1 100mm
	Width	480mm
	Height	1 315mm
	Weight	60kg

E Scaling Ladder

	Approximate measurements:	
	Length	3 500mm
	Width	1 200mm
	Height	2 000mm
	Weight	110kg

F Pendulum

	Approximate measurements:	
	Length	1 270mm
	Width	1 300mm
	Height	1 400mm
	Weight	60kg

G Rambling Ski Trainer

	Approximate measurements:	
	Length	1 000mm
	Width	650mm
	Height	1 600mm
	Weight	45kg

H Chest Press

	Approximate measurements:	
	Length	1 600mm
	Width	790mm
	Height	2 100mm

A Double Push Chair

	Approximate measurements:	
	Length	2 640mm
	Width	667mm
	Height	1 970mm
	Weight	100kg

B Double Pull Chair

	Approximate measurements:	
	Length	2 640mm
	Width	667mm
	Height	1 970mm
	Weight	100kg

C Triple Space Walker

	Approximate measurements:	
	Length	3 000mm
	Width	667mm
	Height	1 970mm
	Weight	105kg

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GENERAL NOTES/LEGEND

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LEGEND

- — — — — NEW CLEAR VIEW FENCE
- X X X — — — — — EXISTING SCHOOL FENCE

Rev.	By	Date	Revision Details
DESIGNED	S.MBAMBO	NOV 2021	
CHECKED	T.TAURIA	NOV 2021	
DRAWN	S.MBAMBO	NOV 2021	
CHECKED	S.ZEKEVU	NOV 2021	

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CLIENT'S SIGNATURE	DATE
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PROJECT TITLE
UPGRADE OF JOLIVET SPORTFIELD
COMPLEX PHASE 2 OUTDOOR GYM

DRAWING TITLE
EQUIPMENT TYPES AND LAYOUT
PLAN

SCALE: 1:500	REV. 0
DRAWING No. UBUM21-JOC-A002	

FOR TENDER