



**APPOINTMENT OF AN ACCREDITED CETA & QCTO SERVICE PROVIDER FOR  
PROVISION OF ON-SITE TRAINING FOR LABOUR-BASED ASPHALT SURFACING  
FOR A PERIOD OF 12 MONTHS**

**TENDER NUMBER: TS006/2025**

**PROCUREMENT DOCUMENT**

<b>N</b>	<b>NAME OF TENDERER:</b>		
<b>C</b>	<b>SD NUMBER</b>		
<b>ADDRESS:</b>			
<b>OFFERED TOTAL: (15% VAT INCLUSIVE)</b>			

**CLOSING DATE: 01 JULY 2025 AT 12:00**

CLIENT:	ENQUIRIES

Dihlabeng Local Municipality  P O Box 551 BETHLEHEM 9700  TEL: 058 303 5732 FAX: 058 303 5732	Procurement Processes: Supply Chain Management  Technical: Directorate: Public Works
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**APPOINTMENT OF AN ACCREDITED CETA & QCTO SERVICE PROVIDER FOR PROVISION OF ONSITE TRAINING FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS**

**TENDER NUMBER: TS006/2025**

SUMMARY FOR TENDER OPENING PURPOSES:

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : **01 JULY 2025**

Signed by authorised representative of the TENDERER:

DATE:

\* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

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## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING THE DOCUMENT

1. Notice to all tenderers.
2. General Conditions of Contract.
3. Standards applied in this document.
4. Scope of Works.

## 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by crossing a line through and writing the correct information above the corrected item. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed and may lead to disqualification.
3. It may not be taken apart.
4. It is not available in electronic format except PDF as published on official Municipal website eTender Portal.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

The following documents will form part of the contract and are available from the South African Federation of Civil Engineering Contractors (SAFCEC), the South African Institution of Civil Engineering (SAICE) and the South African Bureau of Standards (SABS), as applicable:

1. PPPFA / PPR *Preferential Procurement Policy Framework Act And The Preferential Procurement Regulations, 2022*
2. GCC *The General Conditions of Contract*
3. SANS 10845-2 *Formatting and compilation of procurement documentation.*
4. SANS 10845-3 *Standard conditions of tender*
5. UTG & TRH4 *Road classification*
6. This Document, as presented.

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## PART T1: TENDERING PROCEDURES

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**INVITATION TO BID**  
**ADVERTISEMENT**

**DIHLABENG LOCAL MUNICIPALITY**

Suitable offers are hereby invited for the following bids:

Bid Name	Bid No.	CIDB Grading	Compulsory briefing session	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of an accredited CETA & QCTO Service Provider for provision of on-site training for labour-based asphalt surfacing for a period of 12 months	TS006/2025	N/A	N/A <b>Refer to Page 9, Clause 4.7</b>	<b>Bids will be evaluated on:</b> <ul style="list-style-type: none"> <li>Stage 1: Tender Responsiveness</li> <li>Stage 2: Functionality</li> <li>Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points)</li> <li>Stage 4: Risk Analysis</li> </ul>	1 July 2025	Mxolisi Radebe Tel.: 058 303 5732 <a href="mailto:dilmroads@gmail.com">dilmroads@gmail.com</a>

Bid documents will be available from **12:00** on **Tuesday 17 June 2025**, upon payment of a cash non-refundable document fee of R1 000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

**Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents>. And on eTender Portal.**

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before 1 July 2025**.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

**The compulsory documents stated in the document must be submitted together with the Bid Document.**

**With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>**

**Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/entity.**

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

***Everyone, Every Household, Every Entity – A Testimonial of our Excellent Service!***



9 Muller Street East  
P.O. Box 551  
BETHLEHEM  
9700

**M Ntheli [www.dihlabeng.gov.za](http://www.dihlabeng.gov.za)**  
**MUNICIPAL MANAGER**



of

## T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistencies. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: <b>Dihlabeng Local Municipality</b>
	<p>The tender documents issued by the Employer comprises of:</p> <p><b>THE TENDER</b></p> <p>Part T1            Tendering Procedures</p> <p>Part T1.1        Tender Notice and Invitation to Tender</p> <p>Part T1.2        Tender Data</p> <p>Part T1.3        Bid Evaluation Criteria</p> <p>Part T2           Returnable Documents</p> <p>Part T2.1        List of Returnable Documents</p> <p>Part T2.2        Returnable Schedules to be completed by the Contractor</p> <p>Part T2.3        Returnable Schedules II</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1           Agreement and Contract Data</b></p> <p>C1.1            Form of Offer and Acceptance</p> <p>C1.2            Contract Data</p> <p><b>Part C2           Pricing Data</b></p> <p>C2.1            Pricing Assumptions</p> <p>C2.2            Bill of Quantities and Information Sheets</p>

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3.2	<b>Part C3            Scope of Works</b> C3.1            Scope of Works
3.4	None
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.

4.6	<p><b>Bidders are encouraged to visit the Municipality's website and eTender Portal regularly prior to the closing date particularly in relation to this tender to ensure that all addenda / erratum that may be issued are adhered to.</b></p> <p><b>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive.</b></p>
4.7	<p>There will be no compulsory clarification meeting for this tender and tenderers are encouraged to provide their contact details including the name of tenderer, contact number and email address to the contact details provided under <b>INVITATION TO BID – ADVERTISEMENT</b> for any addenda / erratum that may be communicated or issued by the <b>Client</b>. It is the responsibility of the Tenderer to ensure that the contact details are provided to the Employer.</p>
4.8	<p><b>Request for clarifications must be forwarded to the Employer at least 7 days before the closing time.</b></p>
4.10	<p>Tenderers are required to state the rates and currencies in Rand.</p>
4.12	<p>An alternative tender offer will only be considered if the main tender offer, strictly in accordance with all the requirements of the tender is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the works before it is implemented.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>

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4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Dihlabeng Local Municipality</p> <p>Physical address: 9 Muller Street, BETHLEHEM 9700</p> <p>Identification details: APPOINTMENT OF AN ACCREDITED CETA &amp; QCTO SERVICE PROVIDER FOR PROVISION OF ON-SITE TRAINING FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS</p> <p>TENDER NUMBER: TS006/2025</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's responsibility to ensure that the delivery of the tender offer is deposited in the correct tender box located at the Employer's offices.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days.
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> <li>a) withdraws his tender;</li> <li>b) gives notice of his inability to execute the contract in terms of his/her tender; or</li> <li>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</li> </ul> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	If applicable, the tenderer is required to submit with his/her tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 3 days before tender closing time.

5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to National

	Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All communications shall be in writing.



**APPOINTMENT OF AN ACCREDITED CETA & QCTO SERVICE PROVIDER FOR PROVISION OF ON-SITE  
TRAINING FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS**

**TENDER NUMBER: TS006/2025**

**PART T 1.3 - BID EVALUATION CRITERIA**

The procedure for the evaluation of responsive bids is as per Preferential Procurement Policy Framework Act, Act 50 of 2000 and Regulations of 2022.

Acceptable bids will be evaluated in Four (4) stages, namely:

- a) Stage 1 – Tender Responsiveness
- b) Stage 2 – Functionality
- c) Stage 3 – Financial Offer and Preference
- d) Stage 4 – Risk Analysis

## STAGE 1: TENDER RESPONSIVENESS

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following will be disqualified immediately:

1. Certificate of Authority for Signatory.
2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached.
4. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
5. The bidder must provide a Valid Letter of Good Standing (COIDA).
6. The bidder must submit an active Quality Management System Plan.
7. The bidder must be accredited and submit valid accreditation certificates of CETA and/or QCTO.
8. The document and Bill of Quantities must be completely filled, it must be completed in black ink (non-erasable) – in an eligible handwriting (not typed) in **Black Ink, not erasable fluid** and corrections are countersigned.
9. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
10. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a USB with all exhibits and forms required included in the returnable schedule.

## STAGE 2: FUNCTIONALITY

The bid will be subject to a functionality evaluation, to determine the technical capability of the bidder.

Bidders must obtain a minimum functionality score of 70 points out of 100 points to proceed to the financial offer and preference evaluation stage. Bidders failing to achieve the minimum score stated above, will not be considered for further evaluation.

FUNCTIONALITY CRITERIA	BASIS FOR POINTS ALLOCATION	SCORE	MAX. POINTS	VERIFICATION METHOD
<b>Experience of the Service Provider</b>  (Name of traceable reference with contact details to be included for verification)	5 or more completed projects related to the provision of CETA Accredited training in the past 10 years.	50	50	Bidders are to provide an Appointment Letter/Official Purchase Order and Reference Letter for each project. The reference letter must be signed by the Project Manager, Municipal Manager or a person at a Directorship level in the respective institutions.  <b>NB: POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WHERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS</b>
	3 to 4 completed projects related to the provision of CETA Accredited training in the past 10 years.	30 - 40		
	1 to 2 completed projects related to the provision of CETA Accredited training in the past 10 years.  1 project = 10 points 2 projects = 20 points  No information provided / No project completed with proof submitted shall score zero points.	10 - 20		
<b>Key Personnel</b>	<b>Construction Mentor/Trainer</b> Minimum B-Tech: Civil Engineering / Construction Management and at least 5 years post graduate experience and having been involved in 5 or more training construction projects.	20	20	CV and certified qualification certificates and ID copies must be attached and are required to claim any points.  A Copy of a Certified Document Will Not Be Accepted.
	Minimum B-Tech: Civil Engineering / Construction Management and at least 3-4 years post graduate experience and having been involved in 3 to 5 training construction projects.	10		
	Minimum B-Tech: Civil Engineering / Construction Management and at least 2 years post graduate experience and having been involved in 2 to 3 training construction projects.	5		



<b>Method Statement</b>  (Relevant to the tendered project- maximum 3 pages)	The method statement must include the following sub- headings: <ul style="list-style-type: none"> <li>• Approach Method.</li> <li>• Turnaround Time to attend on job card/Instruction.</li> <li>• Sequence of Activities (mainly on Pothole repairs, training Methodology, road markings, road maintenance / rehabilitation).</li> <li>• Project Administration.</li> <li>• Quality Management.</li> <li>• Health and Safety.</li> <li>• Environmental Management Plan.</li> </ul>	15	15	Methodology to include all seven headings satisfactorily
<b>Training Registrations</b>	The CETA is in process of transferring all CETA Accredited Training over to the QCTO. However, the unit standards specified under Section 4 in the BoQ in this tender, has not yet been registered by the CETA with the QCTO. Given this transitional process between CETA and QCTO, Service Providers must be registered with both CETA and QCTO.	15	15	CETA Accreditation Letter stating the last date for achievement being 30 June 2027. QCTO Accreditation Letter for any Occupational Skills Programme registered with the QCTO.
<b>TOTAL POINTS</b>			<b>100</b>	
<b>MINIMUM REQUIRED POINTS</b>			<b>70</b>	

### STAGE 3: FINANCIAL OFFER AND PREFERENCE EVALUATION

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette No. 40553 dated 20 January 2022).

#### POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmax =  
Price of highest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

A	Number of points Allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State	2	4		

Within the boundaries of Dihlabeng municipality	3	6		
Historically Disadvantaged Individual	5	10		
<b>Total</b>	<b>10</b>	<b>20</b>		

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#### STAGE 4: RISK ANALYSIS

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
  - (a) Abused the institution's supply chain management system;
  - (b) Committed fraud or any other improper conduct in relation to such system; (c)
  - Failed to perform on any previous contract.
2. The bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied.

The Database of Restricted Suppliers is available on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

3. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- (d) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
- (e) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

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**APPOINTMENT OF AN ACCREDITED CETA & QCTO SERVICE PROVIDER FOR PROVISION OF ON-SITE TRAINING  
FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS**

**TENDER NUMBER: TS006/2025**

**PART T2: RETURNABLE DOCUMENTS**

## PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer nonresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (NOT APPLICABLE)
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	ENTERPRISE QUESTIONNAIRE
FORM G	MBD 2: TAX CLEARANCE CERTIFICATE
FORM H	MBD 4: DECLARATION OF INTEREST
FORM I	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
FORM J	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM K	MBD 9 CERTIFICATE OF INDEPENDENT TENDER
FORM L	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM M	AUTHORITY OF SIGNATORY
FORM N	SCHEDULE OF SPECIALIST SUB-CONTRACTORS
FORM O	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM P	SCHEDULE OF CURRENT COMMITMENTS
FORM Q	PROFESSIONAL INDEMNITY (NOT APPLICABLE)
FORM R	THE CONTRACT

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### FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (NOT APPLICABLE)

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, .....  
 representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

**NB:** There will be no compulsory clarification meeting for this tender and tenderers are encouraged to provide their contact details including the name of tenderer, contact number and email address to the contact details provided under **INVITATION TO BID – ADVERTISEMENT** for any addenda / erratum that may be communicated or issued by the **Client**.

Signature of Representative: \_\_\_\_

Signature of Project Manager: \_\_\_\_\_

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<b>FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
--

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:

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

Attach additional pages if more space is required.

Signed .....

Date .....

Name

Position

**FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

**(a) AMENDMENTS**

Page, Clause or Item No	Proposed Amendment

*Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.*

*(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

**(b) ALTERNATIVES**

Proposed Alternative	Description of Alternative

*Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

*(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*

*(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed: .....

Date: .....

Name: .....

Position: .....

## FORM D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 To be completed by the organ of state
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.
- 1.4 To be completed by the organ of state:
- The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- ### 2. DEFINITIONS
- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged



in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & or & Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

A	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State		4		

Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		

## FORM E: COMPULSORY DECLARATION

### DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of company/firm.....

3.2. Company registration number: .....

3.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

WITNESSES ..... SIGNATURE(S) OF BIDDERS(S)

1. .... DATE: .....

ADDRESS .....

2. ....

.....

## FORM F: ENTERPRISE QUESTIONNAIRE

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

### Section 1: Name of enterprise:

.....

### Section 2: VAT registration number, if any:

.....

### Section 3: Particulars of sole proprietors and partners in partnerships

No.	Name*	Identity number*	Personal Income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			

### Section 4: Particulars of companies and close corporations

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

### Section 5: Record in the service of the state

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

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

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

	Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
			Current	Within last 12 months

#### Section 6: Records of spouses, children and parents in the service of the state

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

<input type="checkbox"/>	A member of any municipal council within the meaning of the Public Finance	<input type="checkbox"/>	An employee of any provincial department, national or provincial public entity or constitutional institution
<input type="checkbox"/>	A member of any provincial legislature	<input type="checkbox"/>	Management act, 1999 (act 1 of 1999)
<input type="checkbox"/>	accounting authority of any	<input type="checkbox"/>	A member of a national or provincial public entity or an
<input type="checkbox"/>	A member of the National Assembly or the National Council of Province.	<input type="checkbox"/>	An employee of
<input type="checkbox"/>	Parliament or a provincial legislature	<input type="checkbox"/>	

☐ A member of the board of directors of any municipal entity or municipal entity

☐ A official of any municipality

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

\* insert separate page if necessary

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

- |     |   |
|-----|---|
| i)  | authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;   |
| ii) | confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on |

the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Enterprise: \_\_\_\_\_

## FORM G: MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC001 is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.



## FORM H: MBD 4: DECLARATION OF INTEREST

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state<sup>□</sup> **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

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

3.7.1 If so, furnish particulars.

.....  
.....

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

(a) a member of –

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

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

- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars.

.....  
 .....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....

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

3.10.1 If so, furnish particulars.

.....  
 .....

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

3.11.1 If so, furnish particulars.

.....

### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

<b>FORM I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)</b>
--

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

1.	Are you by law required to prepare annual financial statements for auditing?	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars: ..... .....	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, provide particulars: ..... .....	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	*YES / NO
4.1	If yes, provide particulars: ..... .....	

\* Delete which is not applicable

### CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....  
Signature                      Date

.....

## FORM J: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

### FORM K: MBD 9 CERTIFICATE OF INDEPENDENT TENDER

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

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

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

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that: (Name  
of Bidder)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or 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.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## FORM L: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form.**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed    Name of Tenderer



### FORM M: AUTHORITY OF SIGNATORY

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The Enterprise submits a Bid / Tender to Dihlabeng Local Municipality in respect of the following project:  
**APPOINTMENT OF A PANEL OF SIX (6) PROFESSIONAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

**CONTRACT NUMBER: PW030/2023**

1. \*Mr/Mrs/Ms: \_\_\_\_\_
2. in \*his/her Capacity as: : \_\_\_\_\_ (Position in the Enterprise)
3. and who will sign as follows: : \_\_\_\_\_
4. be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
5			
6			

\*Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should **the** number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### SCHEDULE 2

#### RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED** that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
-- --

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF AN ACCREDITED CETA & QCTO SERVICE PROVIDER FOR PROVISION OF ON-SITE TRAINING FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS**

**CONTRACT NUMBER: TS006/2025**

3. \*Mr/Mrs/Ms:

\_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the

Enterprise) and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(code)

Telephone number : \_\_\_\_\_(code)

Fax number : \_\_\_\_\_(code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB :** This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

### **SCHEDULE 3:**

#### **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

---

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

6. \_\_\_\_\_

\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF AN ACCREDITED CETA & QCTO SERVICE PROVIDER FOR PROVISION OF ON-SITE TRAINING FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS.**

**CONTRACT NUMBER: PW006/2025**

A. Mr/Mrs/Ms: \_\_\_\_\_ in

\*his/her Capacity as: \_\_\_\_\_ (Position in the  
Enterprise) and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

---

Physical address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_

Fax number : \_\_\_\_\_

---

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB :** This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

## FORM N: SCHEDULE OF SPECIALIST SUBCONTRACTORS/CONSULTANTS

**Notes to tenderer:**

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____)_____		Previous value of work:
		Previous Experience:
_____ _____ ( _____ )		Previous value of work:
		Previous Experience:

<b>FORM O: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER</b>
--

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in Dihlabeng Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***





**FORM P: SCHEDULE OF CURRENT COMMITMENTS**

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Capacity under which Tender is Signed\_\_\_\_\_  
Name of Tenderer

**FORM Q: PROFESSIONAL INDEMNITY INSURANCE (NOT APPLICABLE)**

*NOT APPLICABLE*

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**FORM R: THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS



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<b>PART C1 AGREEMENT AND CONTRACT DATA</b>
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C1.1 FORM OF OFFER .....	C1.1
C1.2 FORM OF ACCEPTANCE .....	C1.2
C1.3 SCHEDULE OF DEVIATIONS .....	C1.3
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C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.7



## C1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

**CONTRACT NUMBER: TS006/2025**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant 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 THE FOLLOWING:**

.....

..... (Amount in words);

R ..... (Amount 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 provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer	
Signature .....	Date .....
Name .....	
Capacity .....	
Name of Organization .....	
Address of Organization .....	
.....	
.....	
Signature of Witness .....	Date .....



Name of witness .....

## **C1.2 FORM OF 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 service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement) ☐
- Part C2 Pricing data
- Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

### **Signature Block: Employer**

Signature .....

Date .....

Name.....

Capacity.....

**for the Employer**

P.O. Box 551

Dihlabeng Local Municipality

Bethlehem  
9700

Signature of Witness .....Date .....

Name of Witness.....

### **C1.3 SCHEDULE OF DEVIATIONS**

1. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

2. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

3. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

4. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

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

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

#### **For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name and .....  
address of organization .....  
.....

Date .....

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

**For the Client:**

Signature(s) .....

Name(s) .....

Capacity .....

Date .....

---

## CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

#### 1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

##### **Contract**

The Contract signed by the Parties and of which these General Conditions of Contract form part.

##### **Contract Data**

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

##### **Contract Price**

The price to be paid for the performance of the Services in accordance with the Pricing Data.

##### **Day**

A calendar day.

##### **Defect**

A part of the Services, as performed, which does not comply with the requirements of the Contract.

##### **Deliverable**

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

##### **Employer**

The contracting party named in the Contract who employs the Service Provider.

##### **Force Majeure**

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

##### **Key Persons**

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

##### **Others**

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

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**Parties**

The Employer and the Service Provider.

**Period of Performance**

The period within which the Services are to be performed and completed.

**Personnel**

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**

A schedule naming all Personnel and Key Persons.

**Pricing Data**

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

**Project**

The project named in the Contract Data for which the Services are to be provided.

**Scope of Work**

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

**Service Provider**

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

**Services**

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

**Subcontractor**

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

**2. INTERPRETATION**

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa; and
- c) the singular includes the plural and vice versa.

---

2.2 If

there is any conflict between the provisions of these General Conditions of Contract and the Contract data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

### **3. GENERAL**

#### **3.1 Governing Law**

Law governing the Contract shall be the law of the Republic of South Africa.

#### **3.2 Change in Legislation**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

#### **3.3 Language**

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

#### **3.4 Notices**

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

#### **3.5 Location**

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

#### **3.6 Publicity and Publication**

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

#### **3.7 Confidentiality**

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parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

### 3.8 Variations

The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.1 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.2 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

### 3.9 Sole Agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

### 3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade-marks and other forms of intellectual property such as copyrights.

### 3.11 Penalty

If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, of the which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.1 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider :

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

### 3.12 Equipment and materials furnished by the Employer

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

### 3.13 **Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

### 3.14 **Programme**

3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
- c) other information as required in terms of the Scope of Work or Contract Data.

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

## 4. **EMPLOYER'S OBLIGATIONS**

### 4.1 **Information**

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

### 4.2 **Decisions**

4.2.1 The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

### 4.3 **Assistance**

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;



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Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

#### **4.4 Services of Others**

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

#### **4.5 Notification of material change or defect**

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

#### **4.6 Issue of instructions**

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

#### **4.7 Payment of Service Provider**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

### **5. SERVICE PROVIDER'S OBLIGATIONS**

#### **5.1 General**

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

#### **5.2 Exercise of authority**

5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

#### **5.3 Designated representative**

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

#### **5.4 Insurances to be taken out by the Service Provider**

---

The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.1 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

**5.5 Service Provider's actions requiring Employer's prior approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

**5.6 Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

**5.7 Notice of change by Service Provider**

On becoming aware of any matter which will **materially** change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

**6. CONFLICTS OF INTEREST**

**6.1 Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

**6.2 Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

**6.3 Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

**7. SERVICE PROVIDER'S PERSONNEL**

**7.1 General**

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The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

## **7.2 Provision of Personnel in terms of a Personnel Schedule**

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

## **8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION**

### **8.1 Commencement of Services**

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

### **8.2 Completion**

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8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by the Employer;
- b) failure of the Employer to fulfil his obligations under the Contract;
- c) any delay in the performance of the Services which is not due to the Service Provider's default; *Force Majeure*; or suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

### 8.3 **Force Majeure**

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

### 8.4 **Termination**

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (d) if the Service Provider becomes insolvent or liquidated; or
- (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

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8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

## **8.5 Suspension**

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimize further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

## **8.6 Rights and liabilities of the Parties**

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

## **9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

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9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

## **10. SUCCESSION AND ASSIGNMENT**

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement, by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:

- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

## **11. SUBCONTRACTING**

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

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11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

## **12. RESOLUTION OF DISPUTES**

### **12.1 Settlement**

12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

### **12.2 Mediation**

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

### **12.3 Adjudication**

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

#### **12.4 Arbitration**

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

### **13. LIABILITY**

#### **13.1 Liability of the Service Provider**

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

#### **13.2 Liability of the Employer**

13.2.1 The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate Legal right of action against the Employer.

#### **13.3 Compensation**

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damages suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.



#### **13.4 Duration of Liability**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

#### **13.5 Limit of Compensation**

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of noninsurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

#### **13.6 Indemnity by the Employer**

13.6.1 Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

#### **13.7 Exceptions**

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

### **14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

14.1.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.1.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.2 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.3 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

## 15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

### C.1.3 CONTRACT SPECIFIC DATA PROVIDED BY THE CLIENT

The following **contract specific data** are applicable to this Contract:

Clause		
	The Client is the Dihlabeng Local Municipality	
3.4 and 4.3.2	The Authorized and Designated representative of the Client is	
	Name: Mohau Ntheli <b>MUNICIPAL MANAGER</b>	
	The Client's address for receipt of communications:	
	Physical address: 9 Muller Street Bethlehem 9700	Postal address: PO Box 551 Bethlehem 9700
	Telephone: (058) 303 5732 Fax: (058) 303 5732	
	The Project is for the Provision of On-Site Training for the following:  <b>APPOINTMENT OF AN ACCREDITED CETA &amp; QCTO SERVICE PROVIDER FOR PROVISION OF ON-SITE TRAINING FOR LABOUR-BASED ASPHALT SURFACING FOR A PERIOD OF 12 MONTHS.</b>  <b>CONTRACT NUMBER: TS006/2025</b>	

3.6.1	<p>Omit and replace with:</p> <p>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</p>
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3.11.1	<p><b>PENALTY</b></p> <p>Add:</p> <p>The Service Provision shall be completed within the Duration as indicated on Appointment Letter or Service Level Agreement, with the following key Milestones:</p> <table border="1"> <tr> <th>MILESTONES</th><th>PENALTY PER CALENDAR DAY</th></tr> <tr> <td>Accredited On-Site Training</td><td>0,03% of total tendered amount</td></tr> </table>	MILESTONES	PENALTY PER CALENDAR DAY	Accredited On-Site Training	0,03% of total tendered amount
MILESTONES	PENALTY PER CALENDAR DAY				
Accredited On-Site Training	0,03% of total tendered amount				
	<p><b>PENALTY</b></p> <p>Add:</p> <p>Penalty for misleading council with wrong information provided in the returnable schedules, and information provided in this Tender.</p> <p>A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Tendering Entity as a result of the wrong information provided by the Tendering Entity, multiplied by 1.25 of the total Tendered amount.</p> <p>Penalty = (Points wrongly claimed as %) x 1.25 x (Tendered Amount)</p>				
3.15	The Service Provision shall be completed within the Duration as indicated.				
3.15.1	The amended programme shall be submitted within 14 Days of the award.				
5.5	<p>Add:</p> <p>The Service Provider is required to obtain the Client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Commencement of the works.</li> <li>2. Commencement of Tender Advertisement for calling of Tenders.</li> <li>3. Appointing Sub- Contractors or Consultants for the performance of any part of the Services</li> <li>4. All variation orders with cost implications.</li> <li>5. For exceeding the budgeted amount.</li> </ol>				
7.3	<p>Add:</p> <p>The Client will not be responsible for any overtime worked by or overtime payments made to Personnel.</p>				
8.1	<p>Omit and Replace with:</p> <p>The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.</p>				
9.1	<p>Omit and Replace with:</p> <p>Copyright of documents prepared for the tender shall be vested with the Dihlabeng Local Municipality.</p>				

12	<p>Omit and Replace with:</p> <p>Settlement of disputes is to be in terms of the Supply Chain Management Policy of the Dihlabeng Local Municipality.</p>
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#### C.1.4 DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
		E-mail:

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## **PART C.2: PRICING DATA**

### **C.2.1 PRICING DATA & INSTRUCTIONS**

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
6. Although the tenderer is at liberty to insert a rate of his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
7. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
8. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage;

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

9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Bill of Quantity.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.

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- Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.



## C.2.2 PRICING SCHEDULE:

### SECTION A:

NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<b>ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
1.1	<b>(a) General obligations</b> The tendered rate includes full compensation for the Training Provider charges in setting up and maintaining his organization inclusive of establishment.	Sum	1		
1.2	<b>(b) Fixed Obligations</b> 50% of this Lump Sum payment is due when Training Provider has completed his establishment on site, 35% when his work is more than 50% complete and 15% once work is complete and the Contractor has cleared the site.	Sum	1		
1.3	<b>(c) Time-Related Obligations</b> The tendered rate includes full compensation for that part of the Training Provider's general obligations which are mainly a function of construction time e.g. construction supervision.	Months	12		
1.4	<b>(d) Insurance</b> Prime Cost Sum to cover all insurances as described in the contract data.	Sum	1		
1.4.1	<b>(e) Handling costs and profit</b> in respect of Item A1.2 (d) above. Not to exceed 10%.	%	10		
1.5	<b>(g) Site Safety Equipment</b> Prime Cost Sum for the provision of personal protective clothing and equipment for labour on site.  The preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan, and any other H & S matters that the service deem necessary shall not be paid for separately but shall be deemed to be covered by Items A1.1 (a) and A1.1 (c).	Sum	1		
1.5.1	<b>(h) Handling costs and profit</b> in respect of Item A1.2.1 (g) above. Not to exceed 10%	%	10		

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1.6	Program Mentorship	Months	9		
TOTAL CARRIED FORWARD TO SUMMARY					

**SECTION B:**

NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>ACCOMMODATION OF TRAFFIC</b>				
	<b>Flagmen</b> Rate to include for the supply of properly trained flagmen to provide advanced warning of roadwork activities.  Rate to include for the supply of properly trained stop- go operators to control the flow of traffic.	Month	12		
	<b>General Safety Assistants</b>				

	<p>Rate to include for the supply of properly trained safety assistants to assist with general safety matters.</p> <p><b>SAFETY NOTES</b></p> <p>1. In all cases where installation operations are carried out on public Roads, the service provider will be entirely responsible for ensuring that precautions are taken. (a) To ensure the safety of his workmen.</p> <p>(b) To minimize the danger and inconvenience to the public traffic.</p> <p>(c) Which are adequate in the light of the prevailing weather and traffic conditions.</p> <p>2. Precautions to be taken include, but are not limited to:</p> <p>(a) The provision, placement and display of flags, signs, lights and similar warning devices sufficient to give effective advance warning of the dangers ahead etc.</p> <p>(b) The protection of the team including the wearing at all times of luminous safety vests.</p> <p>(c) Keeping workmen, vehicles, materials and equipment off the</p> <p>(c) By at least one workman waving a large red flag in advance of the work site e.g., when the team is working over a crest or bend in the road and is not visible to approaching vehicles for a distance of 150-200.</p> <p>4. Unavoidable suspension of work: should the work cause an unacceptable level of danger or an interference with the traffic, Service Provider may suspend the work and the contractor may be ordered to rearrange his operations where practical to do so. Payment for standing time will be on a dayworks basis.</p>	Month	12		
TOTAL CARRIED FORWARD TO SUMMARY					

#### SECTION C:

NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C2</b>	<b>MATERIAL IN MT (Metric Tons) including transport</b>				
C2.1	Labour Based Surfacing Asphalt Filler	Tons	92		

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C2.2	Anionic Stable Grade Bitumen Emulsion SABS309 (200 litres)	Drums	220		
C2.3	Crusher Sand (below 5mm)	Tons	240		
C2.4	7.1mm road stone	Tons	45		
C2.5	10mm road stone	Tons	66		
C2.6	G5	Tons	120		
C2.7	Portland 32.5 Grade Cement	Bag	20		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

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**SECTION D:**

NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>PLANT, TOOLS AND EQUIPMENT</b>				
D.1	Spade/Shovel	each	40		
D.2	Road Rake	each	4		
D.3	Block Brush	each	2		
D.4	Builders Bucket	each	2		
D.5	Pick Head	each	6		
D.6	Pick Handle	each	6		
D.7	Hammer	each	1		
D.8	Chisel	each	1		
D.9	Steel Square tubing 30x30x6	each	6		
D.10	1kg nail	each	1		
D.11	Broom Hard	each	10		
D.12	Hand Stamper	each	2		
D.13	50m Tape Measure	each	1		
D.14	Wheelbarrow Medium	each	12		
D.15	Watering Can	each	10		
D.15	Levelling Bar	each	1		
D.16	Red Flag	each	4		
D.17	Road Cone	each	10		
D.18	Paint Scraper	each	1		
D.19	Squeegees	each	5		
D.20	Measuring wheel	each	1		
D.21	Pliers	each	1		
D.22	Hessian	each	1		
D.23	10mm Guide rope (30m)	each	1		
D.24	25 litre bucket	each	6		
D.25	Trowel	each	1		
D.26	Bag of Rags	each	1		

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D.27	Fishline	each	1		
D.28	Roll Plastics	each	6		
D.29	Traffic Signage	each	1		
D.30	Miscellaneous	each	1		
<b>TOTAL CARRIED FORWARD TO THE NEXT PAGE</b>					

**SECTION D (CONTINUED):**

NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>PLANT, TOOLS AND EQUIPMENT</b>				
	<b>TOTAL BROUGHT F ORWARD FROM PREVIOUS PAGE</b>				
D.31	600mm (Min) Double Drum vibratory Roller	each	1		
D.32	Concreter Saw	each	1		
D.33	Multi-Purpose 5m x 2.5m Utility trailer	each	1		
D.34	1000L Water Cart Trailer	each	1		
D.35	6 metre Shipping Container	each	1		
D.36	Miscellaneous	each	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

**SECTION E:**

NO	DESCRIPTION	UNIT STANDARD	AMOUNT
	<b>PROVIDE CLASSROOM AND PRACTICAL ONSITE TRAINING UNDER THE FOLLOWING CETA UNIT STANDARDS: No. of learners to be trained is 40 - 50</b>		
E.1	Prebatch and Mix Materials on site	14610	
E.2	Maintain & Repair Bituminous Road Surfaces	13958	
E.3	Mix and Apply Slurry	12913	
E.4	Use and Maintain Small Plant & Equipment	12875	
E.5	Health and Safety	9964	
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>			

**PRICING SUMMARY:**

Description	FROM	TOTAL FEES
Establishment on Site and General Obligations	Section A	R
Accommodation of Traffic	Section B	R
Material in MT (Metric Tons)	Section C	R
Plant, Tools and Equipment	Section D	R
Provide Classroom and Practical Onsite Training Under the Following CETA Unit Standards:	Section E	R
<b>SUB-TOTAL</b>		<b>R</b>
<b>Add 15% VAT</b>		<b>R</b>
<b>GRAND TOTAL (Including 15% VAT) – TO FORM OFFER / ACCEPTANCE</b>		<b>R</b>

<b>PART C3: SCOPE OF WORK AND SPECIFICATIONS</b>
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**1. INTRODUCTION**

The purpose of this tender is to appoint a CETA & QCTO accredited service provider for the provision of labour based asphalt surfacing on-site training.

**2. SCOPE OF WORK**

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The services to be rendered by the successful Tenderer shall include mainly the following:

- Provide classroom and onsite practical training between 40 to 50 appointed beneficiaries and/or appointed EPWP beneficiaries on a comprehensive surfacing and maintenance of low order roads by means of labourbased surfacing, and a mentorship programme covering the following roadworks activities:
  - manufacturing cold asphalt that meets road specification standards. ○ surfacing bituminous roads and sidewalks. ○ construction of sidewalks and speedhumps (practical training). ○ mixing and applying a slurry seal. ○ pothole repairs and minor road rehabilitation. ○ base correction protocols using an Emulsion Treated Base (practical training). ○ use, operate and maintenance of small plant and equipment.
  - Storm water maintenance (practical training).
- The practical training must NOT be simulated/mock training. It must take place onsite, and the roadworks activities listed above must be completed on actual low order roads.
- All practical work must utilise a labour-based asphalt technology that complies with recognised road standards. Service Providers must provide a copy of a Feasibility Study or similar research document, in respect of the labour-based asphalt technology that will be used.
- Provide classroom and onsite practical training for the following SAQA Unit Standards listed in the table below:

No	Module	Unit Standard ID
1	Prebatch & Mix Materials on Site	14610
2	Maintain & Repair Bituminous Road Surfaces	13958
3	Mix and Apply Slurry	12913
4	Use and Maintain Small Plant onsite	12875
5	Health & Safety	9964



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- Supply cold mix asphalt fillers from a recognized manufacturer.
  - Supply Anionic Stable Grade Bitumen Emulsion (SS60) that complies with the SABS 309 for Anionic Emulsion from recognized supplier.
  - Supply all tools and equipment required for the onsite practical training as per attached list.
  - Produce soft and hard copies of monthly reports to the Project Manager/HOD on work done with dated photos (Before and After).
  - Provide copies of the delivery notes for the delivered materials.
  - Provide test results of materials when and where required.

**3.** Labour based asphalt will be used on the following road categories:

- Upgrading of low volume access roads & residential streets (design speed<60km/h) from gravel to surface standard.
- Resurfacing of low volume rural access roads or residential streets (design speed<60km/h)

- Construction of sidewalk surfacing in either rural or urban environment

	Existing roads with an existing Bituminous surfacing	Existing gravel roads upgraded to low volume surfaced standards	New roads with new pavement structures	Sidewalks
<b>Traffic Volumes</b>	< 50 heavy vehicles per lane per day < 600 light vehicles per lane per day	< 50 heavy vehicles per lane per day < 600 light vehicles per lane per day	< 50 heavy vehicles per lane per day < 600 light vehicles per lane per day	N/A
<b>Road Class (UTG3)</b>	UC and UD	UC & UD	UC & UD	N/A
<b>Road Class (TRH4)</b>	D	D	D	N/A
<b>Minimum crossfall</b>	2% minimum (urban road) 3% minimum (rural)	2% minimum (urban road) 3% minimum (rural)	2% minimum (urban road) 3% minimum (rural)	2% minimum
<b>Side drainage</b>	<b>Urban Environment</b>	<b>Urban Environment</b>	<b>Urban Environment</b>	N/A
	Formalised stormwater system with a kerb and channel and stormwater inlet structures to remove water from road edge.	Formalised stormwater system with a kerb and channel and stormwater inlet structures to remove water from road edge.	Formalised stormwater system with a kerb and channel and stormwater inlet structures to remove water from road edge.	
	<b>Rural Environment</b>	<b>Rural Environment</b>	<b>Rural Environment</b>	
	Final road surface at least 0.5m above natural ground level with side drains to remove water from road edge.	Final road surface at least 0.5m above natural ground level with side drains to remove water from road edge.	Final road surface at least 0.5m above natural ground level with side drains to remove water from road edge.	

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<b>Treatment of existing surface (pre-treatment)</b>	Repair of surfacing defects such as – Pothole Cracks sealing of cracks Isolated structural failures Edge break and or shoulder drop-off	The existing gravel surface is to be ripped, reshaped to an appropriate crossfall and recompact to an appropriate density. Subsequent pavement layers shall conform to the minimum requirements below (if required)	As per below requirements	For existing gravel sidewalks, rip and re-compact the existing gravel to 75mm deep to 95% of modified AASHTO density (G6 material class)
<b>Recommended minimum pavement structure</b>	DP Analysis (DSN800 >150 Pavement strength-balance category description – Well-balanced shallow structure (WBD) Averagely balanced deep structure (ABD) Poorly balanced deep structure (PBD)	150mm G4 base (check that existing gravel wearing course meets this requirement) : 150mm G6 subbase : 150mm G7 upper selected layer* 150mm G9 lower selected layer*	150mm G4 base: 150mm G6 subbase: 150mm G7 upper selected layer* 150mm G9 lower selected layer*	75mm G6 base 100mm G9 selected layer
<b>Recommended minimum subgrade Class</b>	N/A	G10 (CBR>3%)	G10 (CBR>3%)	G10 (CBR>3%)

\*Note : Upper and lower selected layers only required where in-situ subgrade material does not conform to G7 (CBR>15%) or G9

