



NOTICE NO.: 135/2021
TENDER NO.: 8/2/RNM0327

CONSTRUCTION OF MBENI SPORT FIELD IN WARD 31
CIDB CLASSIFICATION **6 CE** OR HIGHER

Name of Tenderer _____

Telephone Number _____

Address _____

CSD No. _____

CIDB Grading & Number _____

Tender Sum _____

This tender closes at **12h00 on Friday 19 November, 2021** at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:

Ray Nkonyeni Municipality
10 Connor Street
Port Shepstone
4240

Contact Name: Mr K Msomi
Telephone: (039) 688 2139

Prepared By:

Abazingeli Civils (Pty) Ltd
15 Bamboo Lane
Pinetown
3600

Contact Name: Mr. T Madlala
Email address: tmadlala@abazingelcivils.co.za

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TENDER NOTICE AND INVITATION TO TENDER

CONSTRUCTION OF MBENI SPORT FIELD IN WARD 31

MUNICIPAL NOTICE NO.: 135/2021
TENDER NO.: 8/2/RNM0327

Bids are hereby invited to Bid for **Construction of Mbeni Sport field – Ward 31** within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Bidders who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 6 CE or higher, are eligible to submit a Bid and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://etenders.treasury.gov.za>, from the 15 October 2021

A NON-COMPULSORY VIRTUAL CLARIFICATION MEETING WILL BE HELD BY THE DEPARTMENT OF TECHNICAL SERVICES THROUGH MICROSOFT TEAM ON THE 21 October 2021 at 10h00. BIDDERS WILLING TO PARTICIPATE MUST SEND EMAIL ADDRESS TO Hilton Bechoo (Hilton.Bechoo@rnm.gov.za) OR Bridget Turell (Bridget.Turell@rnm.gov.za) by the 20 October 2021.

Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **TENDER NO.: 8/2/RNM0327 – CONSTRUCTION OF MBENI SPORT FIELD – WARD 31**. Completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **19 November 2021 at 12h00 midday**. The successful bidder will be expected to subcontract 20% of the work to local subcontractors as per Ray Nkonyeni Municipality SCM Policy

Stage 1: Pre-qualifying criteria

LOCAL CONTENT

- Bidder will be disqualified if the Declaration Certificate and Annex C (Local Content Declaration Summary Schedule) are not submitted as part of the Bid.
- Steel Products and Components for Construction 100%

For the stipulated minimum threshold for local production and content, refer to MBD 6.2

PREFERENTIAL POINTS (B-BBEE)

- Bidders must be Level (01) B-BBEE status level

Stage 2: Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Quality Criteria	Sub-Criteria	Weighting	Criterion
Company Experience The company has successfully completed other projects of similar nature	5 or more Projects in Civil/Building Projects	30	Attached appointment letter and Completion Certificate for the similar project
	3 to 4 projects in Civil/Building Projects	20	
	1 to 2 projects in Civil/Building Projects	10	
Site Agent Site Agent personnel with at least a minimum qualification of a National Diploma (NQF 6) or equivalent in Civil Engineering or built environment, has been involved in similar projects	NQF Level 6 or Higher with 10 years or More experience in construction of similar projects (Civil and Building)	20	Attached CV with Certified Copy of Qualification with traceable references
	NQF Level 6 or Higher with 5 to 9 years' experience in construction of similar projects (Civil and Building)	10	
	NQF Level 6 or Higher with 4 or less years experience in construction of similar projects (Civil and Building)	5	
Site Foreman Site Foreman personnel with at least minimum experience in similar Projects	10 years or More experience in construction of similar project	20	Attached copy of CV with traceable References
	5-9 years' experience in construction of similar projects	10	
	1-4 years' experience in construction of similar projects	5	
Plant Ownership of construction plant and Equipment i.e Grader, and Vibratory Roller.	Grader (120 or Higher) = 5	10	1. Attached Finance Asset Register/Proof of purchase (Grader, Roller) 2. Natis Documents for Grader and Roller. <i>NB: Hired plant will not be awarded</i>
	Vibrator Roller = 5		
Construction Methodology The construction methodology must include the following subheading: Approach, Time Frames, Activities (in construction sequence), Quality management, Health and Safety	Approach Method = 2 Activities = 2 Time Frames = 2 Quality Management = 2 Health and Safety Plan = 2	10	Construction methodology Programme of Work Quality Plan Health and Safety Plan FAILURE TO SUBMIT CONSTRUCTION METHOD STATEMENT ADDRESSING THE ABOVE WILL RESULT IN NO POINT BEING AWARDED

Bidders must score a minimum of 60% to pass functionality evaluation.

Stage 3: Financial Offer and Preference

The evaluation will be 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPFA) (Act No.5 of 2000) applies to this tender.

All technical queries must be directed to **Mr Hilton Bechoo** of Ray Nkonyeni Municipality by no later than three days before tender closure on **TEL NO.: 039 688 2144** or **EMAIL ADDRESS: Hilton.Bechoo@rnm.gov.za**

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Bidders to comply with declaration for procurement above R10million (MBD 5)
- The bidder who will be awarded the contract must sub-contract a portion of works to the local Small, Medium and Micro-sized Enterprises (SMMEs) in accordance with approved Ray Nkonyeni SCM Policy
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice will not be entertained.
- Qualifications obtained from outside of South Africa must be accompanied by a SAQA verification.
- Bids submitted are to be valid for a period of 120 days.

NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.

Ray Nkonyeni Municipality
SM Mbili-Municipal Manager
P O Box 5
Port Shepstone
4240

F.1 STANDARD CONDITIONS OF TENDER

F.1.1 Tender Data

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the September The legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

- a. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005;
- b. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
- c. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
- d. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 September 2008; and
- e. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

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

Clause No.	Description
F.1.1	The Employer is Ray Nkonyeni Municipality
F.1.2	The tender documents issued by the employer comprise: Tender Notice and Invitation to Tender F.1 Standard Conditions of Tender F.2 Tender's Obligations F.3 Employer's Undertakings F.4 Standard Specifications F.5 Project Specifications F.6 Particular Specifications: PES – Environmental Management Specifications F.7 Particular Specifications: PE – The Client's Pre-construction and Health Plan F.8 Particular Specifications: QMS – Employer's Agent's Quality Management Specification C.1 Form of Offer C.2 Pricing Data C.3 Pricing Schedule RNM/MBD 1 Tenderer Information F.9 Evaluation of Tender Offers C4.2.2 Contract Data RNM/MBD 3.1 Pricing Schedule – Firm Prices (Purchases) RNM/MBD 3.2 Pricing Adjustment RNM/MBD 4 Declaration of Interest RNM/MBD 5 Declaration for procurement above R10million RNM/MBD 5.1 Contract Form – Past Experience RNM/MBD 3.2 Contract Form – Past Experience With Ray Nkonyeni Municipality RNM/MBD 6.1 Preference Points Claim Form RNM/MBD 8 Declaration of Bidder's Past Supply Chain Management Practices RNM/MBD 9 Certificate of Independent Bid Determination Locality Map Drawings

Clause No.	Description
F.1.4	The Employer's Agent's details are as follows: Name: Abazingeli Civils (Pty) Ltd Address: 15 Bamboo Lane Pinetown 3600. Tel N ^o : +27 72 503 0517 Fax N ^o : +27 86 416 1775 Contact Person Thami Madlala Email: tmadlala@abazingelcivils.co.za
F.2.1	The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders. a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE class of construction work; Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CE class of work 3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 6 CE class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F2.7	The arrangements for a non-compulsory virtual briefing meeting are: Location Ray Nkonyeni Municipal Offices, 1 Protea Road, Marburg, Port Shepstone Date Thursday, 21 October at 10h00. Starting Time 10h00 <i>The briefing will be virtual there will be no site visits, however location will be shared for bidders to view the site.</i>
F2.12	Alternative tender do not apply
F.2.13.5 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows: Location of Tender Box: Foyer of Ray Nkonyeni Local Municipality Offices Physical Address: 10 Connor Street, Port Shepstone Tender Documents to be TENDER NUMBER 8/2/RNM0327 – CONSTRUCTION OF MBENI SPORT FIELD - WARD 31 (Original and 2 copies) Endorsed:
F.2.13/F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing date and time for submission of tender offers is 19 November 2021 at 12h00 midday
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is 120 days from the tender closing date
F.2.23	The tenderer is required to submit with his tender: 1) Either a certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). 2) Certified Copies of company registration documents. 3) An original valid Tax Clearance issued by the South African Revenue Services. 4) Certified Copies of ID documents of Shareholders/Members/Directors of the business enterprises. 5) Proof of Preference Points Claimed
	Time: 12h00 Date: Friday, 19 November 2021 Location: Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone

Clause No.	Description																					
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 with the 80/20 Preference Point System. The total score awarded will be the addition of the three scores for quality, price and preference. Method 4: Financial Offer, Quality and Preferences <u>(a) Quality</u> The score for quality is to be calculated using the following formula: $W_q=W_2 \times S_o / M_s$ where: W₂ is the percentage score given to quality and equals 35 S_o is the score for quality allocated to the submission under consideration M_s is the maximum possible score for quality in respect to the submission The quality will comprise scores for the following based on criteria indicated in the respective tender returnable: - A maximum of 30 points will be awarded for demonstrated experience with respect to undertaking construction of Sport field projects. - A maximum of 20 points will be awarded for qualifications and demonstrated experience of the proposed Site Agent. - A maximum of 20 points will be awarded for qualifications and demonstrated experience of the proposed Site Foreman. - A maximum of 10 points will be awarded for Ownership of construction plant and Equipment i.e Grader, and Vibratory Roller. - A maximum of 10 points will be awarded for Construction methodology, Programme of Work, Quality Plan and Health and Safety Plan. <u>Score quality, rejecting all tender offers that fail to score the minimum number of 60% (54 out of 90) of the points for quality stated in the tender data. Point system for functionality will be as per the table below:</u> <table><tr><th>Key aspect of criterion</th><th>Evaluation criterion</th><th>Points</th><th>Verification method</th></tr><tr><td rowspan="3">Traceable project experience</td><td>Five (5) or more projects in Civil/Building Projects</td><td>30</td><td>Completion Certificates to be attached</td></tr><tr><td>Three (3) to Four (4) projects in Civil/Building Projects</td><td>20</td><td>Completion Certificates to be attached</td></tr><tr><td>One (1) to Two (2) projects in Civil/Building Projects</td><td>10</td><td>Completion Certificates to be attached</td></tr><tr><td rowspan="2">Qualifications and experience of the Site Agent</td><td>Minimum NQF Level 6 or Higher with 10 years or More experience in construction of similar projects (Civil and Building projects)</td><td>20</td><td>Certified Copy of Qualification and Curriculum Vitae to be attached</td></tr><tr><td>Minimum NQF Level 6 or Higher with 5 to 9 years experience in construction of similar projects (Civil and Building projects)</td><td>10</td><td>Certified Copy of Qualification and Curriculum Vitae to be attached</td></tr></table>	Key aspect of criterion	Evaluation criterion	Points	Verification method	Traceable project experience	Five (5) or more projects in Civil/Building Projects	30	Completion Certificates to be attached	Three (3) to Four (4) projects in Civil/Building Projects	20	Completion Certificates to be attached	One (1) to Two (2) projects in Civil/Building Projects	10	Completion Certificates to be attached	Qualifications and experience of the Site Agent	Minimum NQF Level 6 or Higher with 10 years or More experience in construction of similar projects (Civil and Building projects)	20	Certified Copy of Qualification and Curriculum Vitae to be attached	Minimum NQF Level 6 or Higher with 5 to 9 years experience in construction of similar projects (Civil and Building projects)	10	Certified Copy of Qualification and Curriculum Vitae to be attached
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		Minimum NQF Level 6 or Higher with 4 or less years experience in construction of similar projects (Civil and Building projects)	5	Certified Copy of Qualification and Curriculum Vitae to be attached
	Experience of Foreman	10 years or More experience in construction of similar project	20	Curriculum Vitae to be attached
		5-9 years' experience in construction of similar projects	10	Curriculum Vitae to be attached
		1-4 years' experience in construction of similar projects	5	Curriculum Vitae to be attached
	Plant and Equipment NB: Hired plant will not be awarded		10	
		Grader (120 or Higher)	5	1. Attached Finance Asset Register/Proof of purchase (Grader, Roller) 2. Natis Documents for Grader and Roller.
		Vibrator Roller	5	1. Attached Finance Asset Register/Proof of purchase (Excavator, Roller) 2. Natis Documents for Grader and Roller.
	Construction Methodology The construction methodology must include the following subheading: Approach, Time Frames, Activities (in construction sequence), Quality management, Health and Safety	Approach Method	2	FAILURE TO SUBMIT CONSTRUCTION METHOD STATEMENT ADDRESSING THE ABOVE WILL RESULT IN NO POINT BEING AWARDED
		Activities	2	
		Time Frames	2	
		Quality Management	2	
		Health and Safety Plan	2	
	Total Points Claimed		90	
	NB: Bidders are required to submit supporting documents to score full point			
	Bidder MUST SCORE AT LEAST 60% FOR QUALITY, TO QUALIFY FOR FURTHER EVALUATION			
	<u>(b) Financial Offer</u> The financial offer will be scored using the following formula $Nf = W1 \times [1 - (P - P_m) / P_m]$ where: W1 = 80 for financial values equal to or above R30 000 and up to R50,000 000 (inclusive of VAT) of all responsive tenders received, and 90 for financial values over R50,000 000; P _m = the value of the comparative offer of the most favourable tender; P = the value of the comparative offer under consideration			
	<u>c) Preferences</u>			

	Up to 20 points (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed. Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below. <table border="1"> <thead> <tr> <th>BBBEE Status Level Contributor</th><th>Number of Points (80/20 Principle)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table>	BBBEE Status Level Contributor	Number of Points (80/20 Principle)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
BBBEE Status Level Contributor	Number of Points (80/20 Principle)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Compliant Contributor	0																				
F.3.13.1	Tender offers will only be accepted if: - the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date; - the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges; - the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tender has not - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; and - has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.																				
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one original plus one original duplicate.																				

APPENDIX: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Employer's Agenting Construction Works (5 August 2005))

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

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

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

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

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

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

The Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form, that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the Contract Data.

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

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligation's hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda and in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

A non-compulsory clarification meeting will be held at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes (except Value Added Tax, VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

F.2.12.1 Alternative tender do not apply.

F.2.13 Submitting a Tender Offer

F.2.13.1 Submit one Tender Offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink.

F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original and all copies of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.

F.2.13.5 Seal the original and each copy of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

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

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions of Tender apply equally to the extended deadline.

F.2.16 Tender Offer validity

- F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.
- F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn.

F.2.17 Clarification of Tender Offer after submission

Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Tender Offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Tender Offer as being non-responsive.
- F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until Three (3) days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 No public meeting shall be held after the opening of tender submissions, due to the Covid-19 regulations.

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a **Two-Envelope System** is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

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

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

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:

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

F.3.9.2 Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a Tender Offer

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

F.3.11 Evaluation of Tender Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: In the case of a Financial Offer:

- Rank Tender Offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- Score tender evaluation points for each Financial Offer.
- Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- Calculate total number of tender evaluation points (T_{EV}) in accordance with the following

formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.

- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4

Method 3: In the case of a Financial Offer and Quality:

- Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- Score tender evaluation points for each financial offer.
- Calculate total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.

- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5

Method 4: In the case of a Financial Offer, Quality and Preferences:

- Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- Score tender evaluation points for each financial offer.
- Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- Calculate total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.

- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1

Scoring financial offers

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

$$N_{fo} = W1 \times A$$

Where N_{fo} = is the number of tender evaluation points awarded for the financial offer;

$W1$ = is the maximum possible number of tender evaluation points

awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in Table T1 as stated in the tender data.

TABLE T1 - FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1 + (P - P_m) / P_m]$	P / P_m
2	Lowest price or percentage commission/fee	$[1 - (P - P_m) / P_m]$	P_m / P

P_m = is the comparative offer which is the most favorable

P = is the comparative offer of the tender under consideration

F.3.11.6.2. Scoring Preferences

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

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

F.3.11.6.3. Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate the total number of tender evaluation points for quality using the formula:

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

Where S_o is the score for quality allocated to the submission under consideration

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

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

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer

- Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement
- Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract.
- Has the legal capacity to enter the contract,
- Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- Complies with the legal requirements, if any, stated in the tender data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderer

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 Prepare contract documents

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

- addendum issued during the tender period;
- inclusion of some of the returnable documents;
- other revisions agreed between the Employer and the successful Tenderer, and
- the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete Adjudicator's Contract

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

F.3.18 Provide copies of the contracts

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

F.4 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SANS1200 Standardised Specification for Buildings or related qualification Construction.**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002) : Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts
Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contract.

F.5 PROJECT SPECIFICATIONS

STATUS

The Project Specification forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 PROJECT DESCRIPTION / LOCATION

PS-1.1 General

This contract covers the supply of all materials, labour, plant and equipment for the Tender **No: 8/2/RNM0327** This project involves the **Construction of Mbeni Sport Field**

PS-1.2 Location of the Works

The project location is in Ray Nkonyeni Municipality, Ugu District Municipality in the province of KwaZulu-Natal. The GPS co-ordinates are as follows:

Latitude 30°46'55.8"S

Longitude 30°10'01.5"E

PS-1.3 Extent of the Works

The Contractor shall carry out all works required for Mbeni Sport Field – Ward 31 including:

- a) Site establishment
- b) Construction of Standard Ray Nkonyeni Mbeni Sport Field.
 - Earthworks
 - Soccer field
 - Change rooms
 - School toilets
 - Combo court
 - Stormwater
 - Parking area
 - Borehole
 - Grand stand
 - Access road
 - Fencing (Anti-Climb/Clear View)

PS-1.4 Employer's Objectives

Mbeni Sport Field was identified by community leaders and the ward councillor in conjunction with Ray Nkonyeni Local Municipality as one of the community's that have a necessity for the Sports facility.

PS-1.4 Labour

A Project Liaison Committee will be established and is a vital means of communication between all parties involved with the Project. The composition of the PLC comprises representatives of the Employer, the Engineer and formal structures within the Community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will also be required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the Project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC will form a Labour Committee who shall assist the Contractor with the recruitment of local labourers.

PS-2 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-2.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. This specification shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-2.2 Quality Assurance (QA) (SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS-2.3 Management and disposal of water (SANS 1921 – 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and storm water on site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-2.4 Disposal of spoil or surplus material (SANS 1921 – 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in designated spoil areas within 1,0 km from the site as pointed out to the Contractor.

PS-2.5 Testing (SANS 1921 – 1: 2004 clause 4.11)

PS-2.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-2.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-2.6 **Survey beacons** (SANS 1921 – 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-2.7 **Existing Services** (SANS 1921 – 1 : 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS-2.8 **Management of the environment** (SANS 1921 – 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps- to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS-2.9 **Overhaul**

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

PS-2.10 **Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS-3 **CONSTRUCTION PROGRAMME**

PS-3.1 **Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time. The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

PS-3.2 Programme in terms of Clause 5.6 of the General Conditions of Contract 2010

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2010.

PS-4 SITE FACILITIES AVAILABLE

PS-4.1 Contractor's camp site and depot (SANS 1921 – 1: 2004 clause 4.14)

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and the Community Liaison Officer (CLO) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities

must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause 81233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government Regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a low risk of theft, vandalism and damage to property in this area and adequate security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount Tendered for item 13.01(c) (The contractor's general obligations: Time-related obligations) .

PS-4.2 Accommodation of Employees

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

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS-4.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

PS-5 SITE FACILITIES REQUIRED

PS-5.1 The Contractor is required to provide a furnished office and ablution facilities for the Engineer. The Engineer's acceptance control laboratory testing shall be done using nearest laboratory which will be called for testing on as and when required basis.

PS-6 ADVERSE WEATHER CONDITIONS

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

If an extension of time is granted, the Engineer may, at his entire discretion, grant such extension.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 Scheduled Items

Add the following payment items:

PSD 8.3.4 Importing of Materials

a) Import materials from commercial sources

Further to Clause 8.3.4 the rate shall also include for compaction of the imported material to 93% mod AASHTO density.

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- The borrow pits to be used for this contract shall be pointed out at the Site Inspection.
- The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

- The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.
- Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation etc., its use shall be subject to the approval of the Engineer and the landowner
- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound

- mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- There must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

PART D: DAYWORK

No work will be measured under the Daywork Schedule attached to the Schedule of Quantities unless:

- (a) it is agreed by the Engineer's Representative to be outside the specified scope of a measured item in the contract, and
- (b) it is carried out in response to a written instruction by the Engineer's Representative, and
- (c) the records of plant and labour are submitted daily for the consideration of the Engineer's Representative and duly approved.

The rates tendered in the Daywork Schedule shall be taken to be the full inclusive rates at which the services scheduled are available, including site overheads, supervision, operators, fuel, insurance and setting out. However, transport to and from the site of any plant not on site, specially required by the Engineer's Representative, will be paid for. A minimum of 8 hours a day will be paid for plant specially ordered onto site.

Where plant has been removed from site at the Contractor's request or where it is listed on the Schedule of Plant available for the Contract in the tender documents, payment for transport to the site will not be made.

PART E: OCCUPATIONAL HEALTH AND SAFETY (SANS 1921 – 1: 2004 clause 4.14)

E.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act.

E.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

The following items will require special attention

1. Ripping of intermediate / hard material.
2. Loading and transporting of intermediate / hard material to spoil and fill.
3. Operating of plant within the community area.
4. Protection of existing services
5. Protecting pedestrians and local traffic from the work area.

b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. Pro-active identification of potential hazards and unsafe working conditions;
- iii. Provision of a safe working environment and equipment;
- iv. Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

E.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PRICING INSTRUCTIONS

PRICING SCHEDULE

I / We hereby quote / tender the amount of _____

_____ Rand
(in words)

R _____ (VAT included)

CONSTRUCTION OF MBENI SPORT FIELD IN WARD 31

- . This quote/tender is valid for the period of **120 days**.
- . These prices quoted are firm and escalation will be stated separately.

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED? YES/NO

I/We certify that the abovementioned information is correct and that we have due knowledge of the requirements of this Bid and have examined the document, Form of Bid, Specifications and requirements. We further agree that this Bid and the acceptance thereof by Council shall constitute a legal binding contract

Dated at _____ on this _____ day of _____

Authorised Signature (Tenderer)

Print Name (Tenderer)

As Witnesses:

- 1) _____
- 2) _____

For the Ray Nkonyeni Municipality:

SM Mbili
Municipal Manager

As Witnesses:

- 1) _____
- 2) _____

** The Council reserves the right not to accept the lowest or any tender and also reserves the right to accept part of a tender.*

Carry TOTAL forward to Cover Page for Tender Opening purposes only.

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

BILL OF QUANTITIES

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The project will be awarded to one contractor based on the tendered rates and prices submitted by the tenderer.

This bill must be completed in its entirety. Items not completed will be considered to be included in other items of this bill.

2. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

The Employer reserves the right, during the execution of the works, to adjust the stated Provisional Sum amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

3. MATERIALS AND BRAND NAMES

Items that contain materials or products of special make with names of manufacturers are to be taken as samples of what will be required. Subject to the Employer/Engineer approval, the Contractor may, at his discretion, offer similar products of other make if the equivalent quality of the specified materials is obtained.

In this case, the Contractor shall submit a description and/or drawing showing all technical conditions, characteristics, make, type and address of Manufacturer, etc., of the materials offered as alternatives.

ITEM	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS	SECTION 1				
SABS	1200 A					
1200 A		PRELIMINARIES AND GENERAL				
100.00	8,30	FIXED CHARGES AND VALUE RELATED ITEMS				
101.00	8,30	Fixed Charges				
101.01	8.3.1	Contractual Requirements	Sum	1,00		
101.02		Sureties	Sum	1,00		
101.03		Insurance of works,etc. and damage to persons and property	Sum	1,00		
101.04		Third Party Insurance	Sum	1,00		
101.05		Workman's Compensation	Sum	1,00		
101.06		Access (subclause 5.5)	Sum	1,00		
101.07		Dealing with water (subclause 5.5)	Sum	1,00		
101.08		Ablution and Latrine Facilities	Sum	1,00		
101.09		Tools and Equipment	Sum	1,00		
101.10		Services connection fee (Water Supplies,Electrical connection)- Payment made against production of service provider invoice for connection Power and Communications	Sum	1,00		
101.11		Allow for percentage on above to cover overheads and profit	%			
101.12	8.4.5	Contractor to allow for fee of Student Training with S3 Qualification to be selected by the Engineer. Minimum 1625 per week.	Months	8,00	R 7 000,00	R 56 000,00
101.13		Allow for the EIA specialist for amount of R 100 000.00, payment made against the Environmental Assessment Report by specialist.	Prov. Sum	1,00	Prov. Sum	R 100 000,00
101.14	8.3.2.1	Notice Board	Sum	1,00		
101.15		Establishment of Facilities on the Site	Sum	1,00		
101.16		Removal of Site Establishment	Sum	1,00		
101.18	8,40	TIME RELATED ITEMS				
101.19	8.4.1	Contractual Requirements	Months	8,00		
101.20		Protection of Underground Services	Months	8,00		
101.21		Supervision for Duration of Contract	Months	8,00		
101.22		Contract Supervision and Mentoship for Sub-Contractors	PC Sum	1,00		
101.23		Setting Out	Sum	1,00		
		Total Carried Forward				

ITEM	PAYMENT REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				
101.24		Watching and Lighting	Sum	1,00		
101.25		Care of Works, Damage to Persons and Property	Sum	1,00		
101.26		Clearance of Site during Construction and on Completion	Sum	1,00		
101.27	8.4.2.1	<u>Facilities for Contractor for the duration of Construction, except where otherwise stated</u>				
101.28		Offices and storage sheds	Sum	1,00		
101.29		Allow for work to be Undertaken by a Nominated Laboratory for Testing of Materials as Directed by Engineer	Sum	1,00		
101.30		Allow for payment Community Liaison Officer (CLO)	PC Sum	1,00	R 44 000,00	R 44 000,00
101.31		Allow for percentage on above to cover overheads and profit	%	R 44 000,00	R 0,10	R 4 400,00
101.32		Contractor's time related obligation in respect of the OHSA and Construction Regulations	Sum	1,00		
101.33		Submission of Health and safety file	Sum	1,00		
101.34		Allow for submission of asbuilt survey data	Sum	1,00		
101.35		<u>DAYWORKS</u>				
101.36		Labour				
		01 Unskilled Labour	hr	10,00		
		02 Skilled Labour (artisans)	hr	10,00		
		<u>Construction Plant</u>				
101.37		(i) Grader	hr	5,00		
101.38		(ii) TLB	hr	5,00		
101.39		(iii) Dozer	hr	5,00		
101.40		(iv) Compactor (10 TON roller)	hr	5,00		
101.41		(v) Tipper Truck (10m ³)	hr	5,00		
101.42		Allow for proving of existing services	Sum	1,00		
101.43		Allow for compliance with environmental requirements	Sum	1,00		
101.44		Allow for approved tip	Sum	1,00		
101.45		Allow for submission of asbuilt survey data	Sum	1,00		
		Carried to Final Summary				

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 2				
	SABS	BILL NO. 1				
200.00		EARTHWORKS				
201.00		<u>EXCAVATION,FILLING,ETC</u>				
201.01	1200 DA	<u>Excavation in earth not exceeding 1m deep</u>				
	4.3.1(b)	01 Trenches	m ³	47,0		
201.02		<u>Extra over trench excavation in earth for excavation in</u>				
		01 Soft rock	m ³	15,0		
		02 Hard rock	m ³	8,0		
201.03		<u>Extra over all excavations for carting away</u>				
		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m ³	40,0		
201.04		Earth filling obtained from the excavations and /or prescribed stockpiles on site compacted to 95% Mod. AASTHO Density.				
		01 Backfilling to trenches, holes, etc	m ³	65,0		
201.05		Earth filling supplied by the contractor compacted to 95% Mod AASTHO density.				
		01 Backfilling to trenches, holes, etc	m ³	65,0		
		<u>Coarse river sand filling supplied by the contractor</u>				
		Under floors etc	m ³	35,0		
201.06		Compaction of surfaces				
201.07	4.3.2	Compaction of ground surface under floors etc including scarifying for a depth of 150mm , breaking down oversize material, adding suitable materil where necessary and compacting to 95% Mod AASHTO density.	m ²	280,0		
201.08		<u>Keeping excavtions free of water</u>				
		01 Keeping excavations free of all water other than subterranean water	Sum	1,00		
201.09		<u>Soil insecticide:</u>				
		01 Soil poisoning to be carried out by a registered pest control company and certificate to be supplied				
		02 To horizontal surfaces,etc.including forming and poisoning shallow furrows against foundation walls and filling in furrows and ramming	m ²	260,00		
201.10		Allow for compaction tests to be performed by specialist	No	6,00		
		Total Carried Forward To Summary				

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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 2				
		BILL NO. 3				
		<u>BRICKWORK:</u>				
		Sizes in descriptions				
		Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.				
		Face bricks				
		Bricks shall be ordered timeously to obtain uniformity in size and colour.				
		Pointing				
		Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, ect.				
203.00		FOUNDATIONS				
203.01		Brickwork of extra hard burnt clay bricks in (4:1) cement mortar with all joints grouted in solid with liquid cement mortar.				
	01	One brick walls	m ²	85,00		
	02	One brick wall circular on plan	m ²	18,00		
203.02		SUPERSTRUCTURE				
		Brickwork of burnt clay bricks in (6:1) cement mortar				
	01	one Brick wall	m ²	220,00		
	02	one Brick wall circular on plan	m ²	45,00		
	03	half brick wall	m ²	550		
	03	half brickwall in beam filling	m ²	38,00		
203.03		<u>Brickwork sundries</u>				
203.04		<u>Extra over for fair face</u>				
203.05		<u>cement wash of 1:3 liquid cement and sand mixture applied with a brush on internal walls</u>	m ²	280,00		
203.06		<u>Precast prestressed fabricated lintels</u>				
	01	110 x 75 mm Lintels in lengths not exceeding 3m.	m	48,00		
		Total Carried Forward To Summary				

ITEM NO	PAYMENT		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			brough forward				
			Turning pieces				
		02	110mm Wide turning piece to lintels etc	m	38,00		
		03	220mm Wide turning piece to lintels etc	m	18,00		
203.07			Air bricks etc.				
		01	230 x 160mm Cement air brick	no	52,00		
		02	233 x 175mm Foam plastic air vent	no	52,00		
203.08		01	32 x 1.6 mm Galvanized hoop iron strap and 1.5m long with one end fixed to timber and other end built into brickwork.	No	98,00		
203.09			FACE BRICKWORK				
			Corobrik Manor Blend FBS face bricks in stretcher bond pointed with recessed horizontal and vertical joints				
		01	Extra over brickwork for face brickwork	m ²	322,00		
		02	Extra over brickwork for face brickwork circular on plan not exceeding 2m radius	m ²	38,00		
		03	Extra over brickwork in beamfilling for face brickwork	m ²	26,00		
		04	Extra over brickwork for brick-on-edge header course lintel pointed on face and 110mm soffit	m	56,00		
		05	Extra over brickwork for brick-on-edge header course lintel pointed on both faces and 220mm soffit	m	38,00		
		06	220mm Wide sill set sloping and slightly projecting	m	18,00		
		07	Construct a sample panel 2000mm long x 1500mm high of one brick wall in cement mortar faced and pointed on both sides in stretcher bond and with brick-on-edge coping to top including necessary excavations for and including 15MPa/19mm mass concrete strip footing in a position as directed by the Representative/Agent and including demolishing and removal after completion of all brickwork (Provincial)	No	1,00		
			Total Carried Forward To Summary				

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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 2				
		BILL NO. 5				
		PROFIED METAL SHEETING AND ACCESSORIES				
205.00		ROOF COVERINGS,ETC				
	01	0.58mm Chromadek IBR Profile-SAF 686 or any other equivalent approved, consealed fixing roof sheeting material with accessories.	m ²	380		
	02	Ridge capping	m	85		
205.01		ROOF AND WALL INSULATION				
		<u>'Sisalation 420" heavy industrial grade aluminium foil based insulation</u>				
		Insulation laid out over purlins (at approximately 1000mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	m ²	380		
205.02		RAINWATER DISPOSAL				
205.03		<u>Continuous 0.6mm chromadek seamless gutters</u>				
		Eaves gutters	m	180		
		Extra over eaves gutter for stopped ends	No	0		
		Extra over eaves gutter for angle	No	0		
		Extra over eaves gutter for closed ends	No	0		
		Extra over eaves gutter for outlet for 75mm pipe	m	10		
		75m Diameter rainwater pipes	m	22		
		Extra over rainwater pipe for bend	No	12		
		Extra over rainwater pipe for shoe	No	12		
		Extra over rainwater pipe for eaves or plinth offset 110m projection	No	12		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 2				
		BILL NO. 6				
		CARPENTRY AND JOINERY				
206.00		<u>TRUSSES,ETC.</u>				
206.01		<u>Prefabricated roof trusses manufactured by specialist including to suit 8.36m span and 17.5 degree with 0.5m overhang at eaves. Timber pieces gang nailed and fixed to wall plate with hoop iron ties complete.</u>				
206.02	01	Trusses in double hip set type 8.5m x 2.4m x 0,5mm overhang, including jack rafters permanent bracing, etc	No	15,00		
	02	38 x 114 mm Wall plate	m	55,00		
	03	50 x 76 mm Purlins	m	120,00		
	04	38 x 38 mm Branderling fixed to underneath trusses in one direction at centres no more than 450mm	m ²	150,00		
206.03		<u>Fibre cement fascias & Barge boards:</u>				
	01	80 x 200 mm Barge boards including joints and screws	m	0,00		
	02	225 x 10mm fascia boards including galvanised steel H-profile jointing strips.	m	65,00		
206.04		<u>Doors,etc.</u>				
	01	Standard 813 x 2032mm semi-solid core flush panel door with hardwood edges / to suit frame, all as per manufacture / supplier.	No	8,00		
	02	Standard 813 x 2032 hollow flush panel door with hardwood edges / to suit frame, all as per manufacture / supplier	No	2,00		
	03	Standard 813 x 1882 hollow flush panel door with hardwood edges / to suit frame, all as per manufacture / supplier	No	11,00		
	04	Standard 1000 x 2032mm semi-solid core flush panel door with hardwood edges / to suit frame, all as per manufacture / supplier.	No	1,00		
		FRAMED FRAMES,ETC.				
206.05		<u>Wrought Meranti</u>				
		44 x 114mm Rebated frames plugged	No	50,00		
206.06		<u>Changeroom benches</u> Supply and install 3.5m x 450mm wide timber slated bench fixed to 450mm high brickwork plinth.	m	35,00		
		Total Carried Forward To Summary				

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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 2				
	SABS 967,00	BILL NO. 11				
211.00		PLUMBING AND DRAINAGE				
211.01	4.2.2	SANITARY FITTINGS				
		01 "Vaal Sanitaryware vitreous china Daisy"semi close coupled 90° outlet open rim washdown pan (code 751400) and matching 9 litre cisten (code 710532) complete with lid and , "P" trap horizontal outlet, open rim flush complete. (or similarr approved)	No	12,00		
		02 "Hibscus Basin Product Code_7023 with two semi-punched tap holes, intergrated overflow and chainstay hole through the centre semi punched tap hole complete.	No	9,00		
		03 "Vaal saniatryware vitreous china" or other approved wall hung flatback urinal overall size 415 x 315 x 275mm including urinal flushvalve and all accessories.	No.	3,00		
		04 Vaal Pearl Paraplegic Semi Close Couple Suite"Product Code_73005C supplied with purpose made C.P side flush lever (right) and purpose made urea seat and cover plate.	No.	1,00		
211.02		Traps,etc				
		01 32 x 40 Flexible rubber deep seal "P" or "S" trap	No	6,00		
		COLD & HOT WATER RETICULATION				
		Polycopper piping to SANS 460/2 laid & joined in accordance with the manufacturer's recommendations complete with all fixings, holder batts, bends, tees, etc				
420,03	4.2.3 1 200 LF	Piping under eaves & exposed and in roof spaces				
		01 15mm	m	50,00		
		02 22mm Pipes	m	40,00		
211.04		Copper Piping chased into walls including wrapping in 2 layers of Kraft paper				
		01 15mm	m	50,00		
211.05		Isolating Valves				
		Ball type isolating valves with handles				
211.06	.01	22 mm	No	8		
211.07		Ditto but screwdriver operated				
	.01	15 mm	No	8		
		Total Carried Forward				

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Total brought forward				R0,00
		EXCAVATION, ETC				
		Excavation in earth or compacted filling not exceeding 2m deep				
301,09		Trenches	m3	85,00		
		Extra over trench and hole excavations in earth for excavation in				
301,10		Soft rock	m3	18,00		
301,11		Hard rock	m3	12,00		
		Extra over all excavations for carting away				
301,12		<u>Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor</u>	m3	55,00		
		Risk of collapse of excavations				
301,13		<u>Sides of trench and hole excavations not exceeding 1,5m deep</u>	m2	106,00		
		Keeping excavations free of water				
301,14		Keeping excavations free of all water other than subterranean water	Item	1,00		
		FILLING, ETC				
		Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density				
301,15		Backfilling to trenches, holes, etc	m3	55,00		
		Earth filling of G5 material supplied by the contractor compacted in 150mm layers to 98% Mod AASHTO to density				
301,16		Under floors, steps, pavings, etc	m3	28,00		
		Coarse river sand filling supplied by the contractor				
301,17		Under floors etc	m3	18,00		
		Compaction of surfaces				
301,18		Compaction of natural or excavated ground surface under floors, etc; including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	165,00		
		Prescribed density tests on filling				
301,19		"Modified AASHTO Density" test	No	8,00		
		SOIL POISONING				
		<u>Soil insecticide under a 10 year guarantee by a firm of specialist</u>				
301,20		Under floors, etc including forming and poisoning shallow foundations	m2	0,00	R 0,00	Rate only
301,21		To bottoms and sides of trenches, etc	m2	250,00		
		Total Carried Forward To Summary				

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION NO. 3				
		BILL NO. 3				
		MASONRY (PROVISIONAL)				
		<u>PREAMBLES</u>				
		The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
		<u>SUPPLEMENTARY PREAMBLES</u>				
		<u>BRICKWORK</u>				
		Unless otherwise described, all brickwork shall be built in stretcher bond				
		SIZES IN DESCRIPTIONS				
		Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
		POINTING				
		Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
		WALL TIES				
		Descriptions of solid walls (except if built in English bond) and cavity walls shall be deemed to include metal wall ties complying with SABS 28, and of the butterfly or of the modified PWD type, of the required length with each end built at least 75mm deep into brickwork, spaced at not more than 1m centres alternately to every third course of brickwork				
		<u>FACINGS</u>				
		Descriptions of "Extra over ordinary brickwork" items shall be deemed to include for the extra cost of the facing bricks specified over common brickwork built in stretcher bond unless otherwise stated, and shall include for building in cement mortar made of clean washed sand				
		Bricks shall be ordered timeously to obtain uniformity in size and colour				
		SAMPLE PANEL				
		The contractor shall be required to build a 2m ² sample panel of face brick work for approval by the Agent / Representative prior to commencing with the work				
		BRICKWORK				
		Total Carried Forward				

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9,00		SECTION NO. 3				
		BILL NO. 9				
		METALWORK (PROVISIONAL)				
		PREAMBLES				
		The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
		SUPPLEMENTARY PREAMBLES				
		DESCRIPTIONS				
		Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolts" shall be deemed to include the bolts unless otherwise described				
		WELDED SCREENS, GATES, ETC				
		The following in framed and welded galvanised mild steel security grille gates including fixing in position complete				
309,01		Gate frame consisting of 50 x 50 x 2.5mm rectangular tubing sections metre 45 degrees at corners before welded secured against wall with 50 x 50 x 5mm mild steel brackets welded to frame and bolted to wall with 10mm (M10) rawl bolts including gate consisting of 50 x 50 x 2.5mm square tubing sections metre 45 degrees at corners before welded with 2 horizontal sections with vertical styles out of 12 x 12mm mild steel solid square bars at equal centres of 100mm complete with 2 x pairs 20mm diameter bullet hinges per gate. Size 813 x 2066mm high overall	No	2,00		
		GALVANISED PRESSED STEEL DOOR FRAMES				
		1.2mm Double rebated frames suitable for half brick walls with two brass butt hinges per door leaf "L"				
309,02		Frame for door size, 813 x 2032mm high (D01)	No	10		
		1.2mm Double rebated frames suitable for one brick walls with two brass butt hinges per door leaf				
309,03		Frame for door size, 813 x 2032mm high (D01)	No	4		
		GALVANISED STEEL WINDOWS, DOORS, ETC				
		Standard Industrial windows with Type B2 burglar bars to fixed lights and opening sashes				
309,04		Window type "W1", size 889 x 457mm high	No	2		
309,05		Window type "W2", size 595 x 655mm high	No	11		
		Total Carried Forward To Summary				

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Total brought forward				
		Wash Trough				
312,10		1030 x 430mm Wall mounted stainless steel double wash trough. Trough to have a sloped front with wash ridges. All items to be fully fitted with all necessary plumbing accessories	No	4		
		Urinals				
312,11		Ref 507AP, Waterless Urinal fitting and waste or equal app	No	4		
		WASTE UNIONS, ETC				
312,12		38mm Bath or sink waste union	No	4		
		TRAPS ETC				
312,13		32-40mm Rubber deep seal P or S trap	No	12		
312,14		40mm Rubber deepseal combination "P" trap for double bowl sink.	No	15		
		TAPS, VALVES, ETC				
		Approved				
312,15		15mm CP angle regulating valve	No	10		
312,16		32mm CP Flush master fitted as per manufacturer's instruction	No	10		
312,17		Square type pillar tap with hot and cold indices and flanged back nut. All items to be fully fitted with all necessary plumbing accessories	No	10		
312,18		Demand push button chrome plated pillar tap with raised nose, hot and cold indices and flanged back nut. All items to be fully fitted with all necessary plumbing accessories.	No	4		
312,19		Chrome plated elbow action bib tap with trigger control hand wash set with red/blue indice. All items to be fully fitted with all necessary plumbing accessories.	No	4		
312,20		15 x 350mm CP flexible connector	No	5		
		SANITARY PLUMBING				
		uPVC pipes				
312,21		50mm Pipes	m	18		
312,22		50mm Pipes chased into brick walls	m	10		
312,23		110mm Pipes	m	10		
		Extra over uPVC pipes for fittings	H3			
312,24		50mm Bend	No	8		
312,25		50mm Access bend	No	12		
312,26		50mm Junction	No	19		
312,27		50mm Access junction	No	17		
312,28		110mm Bend	No	15		
		Total Carried Forward				

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Total brought forward				
312,29		110mm Access bend	No	15		
312,30		110mm Socket	No	15		
312,31		110mm Junction	No	15		
312,32		110mm Reducing junction	No	11		
312,33		110mm Access junction	No	11		
312,34		110mm Two-way vent valve	No	11		
312,35		110mm Pan connector	No	11		
		Sundries				
312,36		Testing sanitary plumbing system	Item	2		
		DOMESTIC WATER SUPPLIES				
		Class "O" copper pipes:				
312,37		15mm Pipes	m	30		
312,38		15mm Pipes chased in brickwork	m	29		
312,39		22mm Pipes	m	30		
312,40		22mm Pipes chased in brickwork	m	15		
312,41		28mm Pipes	m	18		
312,42		28mm Pipes chased in brickwork	m	24		
		Extra over class "O" copper pipes for capillary fittings "LI"				
312,43		15mm Fittings	No	12		
312,44		22mm Fittings	No	8		
312,45		28mm Fittings	No	4		
		Sundries				
312,46		Testing water pipe system	Item	1		
		TANKS, ETC.				
		TANKS, ETC.				
		1800mm Diameter 2040 high Water storage tank with black internal lining with cover and lid, connected to eaves gutter harvesting system				
312,47		5 000 Litre water storage Jojo tank including necessary plumbing fittings and constructing the plinth complete	No	1		
		BUDGETARY ALLOWANCES				
		The following budgetary allowances are for work to be executed by the contractor and will be measured and valued at rates in these bill of quantities.				
		Total Carried Forward				

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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 3				
	<u>SABS 1200</u>	<u>SOCCER FIELDS</u>				
		<u>BILL NO.1</u>				
400.00	1200 C	SITE CLEARING				
401.01	8.3.1	01 Site clear and grubbing including dumping of grubbed material to approved spoil site.	ha	1,5		
401.02	1200 DM	<u>EARTHWORKS</u>				
		<u>BULK EXCAVATION, FILLING, ECT</u>				
401.03		SITE PREPARATION				
	8.3.2	Preparation and stripping of site and removal of topsoil to nominal depth of up to 150mm, stockpile and maintaining	m ²	5238		
401.04	1200 D	<u>Bulk excavation</u>				
	8.3.4	01 Cut to fill material not exceeding 5.0m deep to form platform, including compaction to 90% MoAASTHO Density.	m ³	3850,0		
401.05	8.3.6	<u>Extra over for item 301.04</u>				
		01 intermediate material	m ³	200,0		
		02 hard rock	m ³	100,0		
		03 Boulders Excavation Class A	m ³	20,0		
		04 Boulders Excavation Class B	m ³	50,0		
401.06	8.3.7	<u>Cut to Spoil or stockpile</u>				
		01 Cut to spoil material on site, as directed by the engineer including compaction to 93% MoAASTHO Density.				
		a) Soft material	m ³	380,0		
		<u>Surface finishes</u>				
401.07	8.3.13	<u>a) Topsoiling</u>				
		01 Spread weed free topsoil from stockpile on the pitch to raise level by 100mm field size 4465m ² .	m ³	450		
		02 Import, spread and level 100mm approved weed free topsoil and compact lightly on existing pitch to raise level by 100mm field size 4500m ² .	m ³	50		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Total brought forward				
		b) Grassing, Soccer Field				
401.08 Cont.		01 Supply and deliver Royal blue Cynodon instant turf to site site area 4465m ² , including the following.	Sum	4465		
		i) Lay the grassing including the top dressing by a thin layer of sieved topsoil to a depth on not more than 15mm over the grass and smooth				
		ii) Supply and apply fertilizer soil as per chemical analysis at a rate of 500kg /hectare/2 months.				
		iii) Grass Maintenance including weeding, fertiliser, grass mowing every two weeks and watering at at rate of 68.0kl per week. (whole practice fields & Athletic Track)				
		iv) Line marking using once the grassing is completed prior to practical handover using a suitable white lime mix product to mark lines that are 120mm.(refer to soccer field drawing for detail).				
		02 Mark up on the above item 301.07	%	0		
		Note item 401.08 to be priced and done by an approved grass specialist				
401.09		Subsoil Drain				
		Excavation for subsoil drainage systems:	m ³	120		
		Natural permeable material in subsoil drainage systems (crushed stone):	m ³	80		
		(b) Crushed stone obtained from commercial sources	m ³	160		
		(2) Coarse-Grade 19 mm	m ³	68		
		Pipes in subsoil drainage systems:				
		(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings	No	30		
		(1) 100 mm internal dia. perforated or slotted	m	200		
		(2) 100 mm internal dia. unperforated	m	200		
401.10	1200 LE	In-situ Concrete Channel				
	8.3.15	01 Excavation not exceeding 2m deep and form V-shaped Channels	m ³	30		
		02 Extra for carting away off site excavated materials by contractor.	m ³	30		
		03 Allow for keeping excavations entirely free from water or mud.	Item	1		
		04 Scarify in-situ material for a depth of 150mm and compact to obtain 93% modified AASHTO dry density.	m ²	300		
		05 Filling with G7 approved material supplied compacted to 95% Mod. AASHTO under aprons.	m ³	20		
		06 reinforced 20MPa concrete in 1000mm x 100mm deep V-channels.	m ³	30		
401.11		Fabric reinforcement:				
		01 Type 193 fabric reinforcement in concrete channels.	m ²	250		
401.12		JOINT SEALANTS, ETC.				
		01 Polysulphide sealing compound including backing cord, bond breake, primer, etc.				
		02 10 x 10mm In expansion joints in aprons including raking out expansion joint filler as necessary	m	250		
		03 Rough formwork to sides of channels not exceeding 150mm high.	m	250		
		Total Carried Forward				

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ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 4				
		COMBI COURT				
	1200 DA	<u>EARTHWORKS</u>				
700.00		<u>BULK EXCAVATION,FILLING,ECT</u>				
701.00	1200 C	SITE PREPARATION				
	8.3.1	01 Site clear and grubbing including dumping of grubbed material to approved spoil site.	ha	0		
		02 Remove topsoil to nominal depth of up to 100mm and stockpile.	m ²	350		
701.01	1200 D	<u>Bulk excavation</u>				
	8.3.2	01 Cut to fill material not exceeding 3.0m deep to form platform, including compaction to 93% MoAASTHO Density.	m ³	45,0		
		02 Cut to spoil material on site, as directed by the Engineer including compaction to 93% MoAASTHO Density.	m ³	45,0		
	1200 MH	COMBO-COURT SURFACING				
701.02		<u>All Weather Surfacing</u>				
		01 Construction of Court including surface preparation, layerworks, surfacing, all weather surfacing..	No.	1		
		02 Fencing as per the detail supplied for the combo court	m	100		
		03 Goal Posts and netting	No	4		
		04 Mark up on the above item 401.02 not to exceed 10%	%			
		Combo Court & Colour Top to carry minimum Two year manufacturer's guarantee.				
Total Carried to Final Summary						

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ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

Company registration documents.

ID documents of directors/owners/members/shareholders.

Tax Pin number issued by the South African Revenue Services.

BBBEE status Verification Certificate / Sworn Affidavit

CSD Registration.

CIDB registration certificate.

Joint Venture agreement

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

Relevant specifications
Value for money
Capability to execute the contract
PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

1. Returnable Schedules required for the tender evaluation process

- A. : Tax Pin Number issued by the South African Revenue Services.
- B. : Company registration documents
- C. : CSD Registration
- D. : CIDB registration certificate
- E. : B-BBBE Status Verification Certificate / Sworn Affidavit
- F. : JV Agreement

1. Other documents required only for tender evaluation purposes

- G. : Form of intent to provide a performance guarantee
- H. : Certificate of Attendance at a Tender site meeting
- I. : Record of Addenda to Tender Documents
- J. : Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents in the case of Sole Proprietor)
- K. : Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole proprietor
- L. : Compulsory Enterprise Questionnaire
- M. : Schedule of the Tenderer's Experience
- N. : Format of Curriculum Vitae
- O. : Proposed Amendments, Qualifications and Alternatives
- P. : Schedule of Subcontractors
- Q. : Schedule of Plant and Equipment
- R. : Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

3. Other documents that will be incorporated into the contract

- | | |
|--|----------------------|
| S. : Execution Programme | <input type="text"/> |
| T. : Contractors's Health and Safety Declaration | <input type="text"/> |
| U. : Contractor's Safety Plan | <input type="text"/> |
| V. : Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003 | <input type="text"/> |

BIDDERS DETAILS

RNM / MBD 1

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0327	CLOSING DATE:	19 November 2021	CLOSING TIME:	12H00
DESCRIPTION	CONSTRUCTION OF MBENI SPORTFIELD - WARD 31				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 10 Connor Street, Port Shepstone, 4240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLYCHAIN MANAGEMENT		DEPARTMENT	TECHNICAL SERVICES	
CONTACT PERSON	MR B Mfenqa		CONTACT PERSON	HILTON BECHOO	
TELEPHONE NUMBER	039 312 8304		TELEPHONE NUMBER	039 688 2144	
E-MAIL ADDRESS	Bongani.Mfenqa@rnm.gov.za		E-MAIL ADDRESS	Hilton.Bechoo@rnm.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. The bid offer MUST BE signed by a person authorized to sign on behalf of the Bidder;
- 1.5. A bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his/her bid;
ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION
- 1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM;
- 1.7. A bidder who is a Joint Venture has included mbd 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM with his/her bid

The bidder or a competent authorised representative of the Contractor who submitted the bid has attended the compulsory clarification meeting or site inspection;

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 2.8 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 2.9 DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 2.10 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 2.11 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
- 2.12 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE.....

F.7 EVALUATION OF TENDER OFFERS

F.7.1 The procedure for evaluation of responsive Tender Offers will be **Method 4: (Financial Offer, preferences and quality (functionality))** with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.

Method 4: Financial Offer, Quality and Preferences

(a) Quality

The score for quality is to be calculated using the following formula:

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

where:

W_2 is the percentage score given to quality and equals **90**

S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of 30 points will be awarded for demonstrated experience with respect to undertaking construction of Sport field projects.
- II. A maximum of 20 points will be awarded for qualifications and demonstrated experience of the proposed Site Agent.
- III. A maximum of 20 points will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.
- IV. A maximum of 10 points will be awarded for Ownership of construction plant and Equipment i.e Grader, and Vibratory Roller.
- V. A maximum of 10 points will be awarded for Construction methodology, Programme of Work, Quality Plan and Health and Safety Plan.

Score quality, rejecting all tender offers that fail to score the minimum number of **60%** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

Key aspect of criterion	Evaluation criterion	Points	Verification method
Traceable project experience	Five (5) or more projects in Civil/Building Projects	30	Completion Certificates to be attached
	Three (3) to Four (4) projects in Civil/Building	20	Completion Certificates to be attached
	One (1) to Two (2) projects in Civil/Building Projects	10	Completion Certificates to be attached

Qualifications and experience of the Site Agent	Minimum NQF Level 6 or Higher with 10 years or More experience in construction of similar projects (Civil and Building projects)	20	Certified Copy of Qualification and Curriculum Vitae to be attached	NB: Bidders are required to submit supporting documents to score full point Bidder MUST SCORE AT LEAST 60% FOR QUALITY, TO QUALIFY FOR FURTHER EVALUATION
	Minimum NQF Level 6 or Higher with 5 to 9 years experience in construction of similar projects (Civil and Building projects)	10	Certified Copy of Qualification and Curriculum Vitae to be attached	
	Minimum NQF Level 6 or Higher with 4 or less years experience in construction of similar projects (Civil and Building projects)	5	Certified Copy of Qualification and Curriculum Vitae to be attached	
Experience of Foreman	10 years or More experience in construction of similar project	20	Curriculum Vitae to be attached	
	5-9 years' experience in construction of similar projects	10	Curriculum Vitae to be attached	
	1-4 years' experience in construction of similar projects	5	Curriculum Vitae to be attached	
Plant and Equipment NB: Hired plant will not be awarded		10		
	Grader (120 or Higher)	5	1. Attached Finance Asset Register/Proof of purchase (grader, Roller) 2. Natis Documents for Grader.	
	Vibrator Roller	5	1. Attached Finance Asset Register/Proof of purchase (Grader and Roller) 2. Natis Documents for Grader and Tipper Trucks.	
Construction Methodology The construction methodology must include the following subheading: Approach, Time Frames, Activities (in construction sequence), Quality management, Health and Safety	Approach Method	2	FAILURE TO SUBMIT CONSTRUCTION METHOD STATEMENT ADDRESSING THE ABOVE WILL RESULT IN NO POINT BEING AWARDED	
	Activities	2		
	Time Frames	2		
	Quality Management	2		
	Health and Safety Plan	2		
Total Points Claimed		90		

(b) Financial Offer

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - P_m) / P_m] \times x_{c,q}$$

where:

$W1 = 80$ for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R 50,000,000.00;

P_m = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration

The Ray Nkonyeni Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.

In the application of the 90/10 preference point system, if all bids received are below R 50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

(c) Preferences

Up to **20** points (for financial values up to R 50,000,000.00) or **10** points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

(d) Preferences

The Ray Nkonyeni Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.

Scoring of points for B-BBEE status level Contributor

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

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

A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 points for B-BBEE.

F.7.2 Acceptance of Tender Offer

F7.2.1

Tender Offers will only be accepted on condition that:

- The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- A valid original Tax Clearance Certificate, or a photocopy of the original certificate, certified by a commissioner of oaths, is included with his tender;
- Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission;
- A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- The Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act in a appropriate contract grading designation;

F7.3 Copies of Contract

The number of paper copies of the signed contract to be provided by Ray Nkonyeni Municipality is **ONE**.

C3.2: CONTRACT DATA

C3.2.1: CONDITIONS OF CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT BID NO.: 8/2/RNM0327

CONSTRUCTION OF MBENI SPORT FIELD IN WARD 31

The Tenderer, identified in the Offer Signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

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

For the Tender:

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

Name and address of organisation:

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

Signature and name of witness:

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

Date:

Acceptance

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's

Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in

- Part 1 Agreement and Contract Data, (which include this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

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

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

The Tender 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 the provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to 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 days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

For the Employer:
Signature

.....
Name

.....
Capacity

Name and address of organisation:

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

Signature and name of witness:

.....
Signature

.....
Name

Date:

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing

date is limited to those permitted in terms of the Conditions of Tender,

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

1. Subject:

Details:.....

2. Subject:

Details:

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

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

For the Tenderer:

Signature.....

Name.....

Capacity.....

Name and address of organisation:

.....

.....

.....

Witness Signature.....

Witness Name.....

Date.....

For the Employer:

Signature.....

Name

Capacity

Name and address of organisation:

.....

.....

.....

Witness Signature

Witness Name.....

Date.....

C3.2.1 CONDITIONS OF CONTRACT

C3.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Second Edition, 2015", issued by the South African Institution of Civil Engineer's Agenting (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C3.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C3.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C3.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

C3.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The following are variations to the General Conditions of Contract for Construction Works, Second Edition(2015)

Ref. Clause

SCC1. Definitions, Interpretations and General Provisions

SCC1.1.1 Re-word the sub-clause as follows:
"Agreed" means agreed by the Employer, or the Employer's Agent acting on behalf of the Employer and the Contractor.

SCC1.2 **Delivery of Notices**
Add the following to the sub-clause:

SCC1.2.3 Sent by facsimile or e-mail or any like communication

SCC1.2.4 Posted to the addressee and delivered by the Postal Authorities

SCC1.2.5 Delivered by a courier

Ref. Clause

SCC4.6 Copyright

Delete the second paragraph in its entirety.(4.6.2)

SCC4.7 Fossils, etc

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line

SCC7.6.3. Removal of Improper Work and Materials

Add new sub-clause 7.6.3.3

Where the Employer's Agent considers that either or both sub-clauses above apply to an event of a serious nature, he shall have the right to involve the Employer in the matter, In which case he will arrange a joint meeting between the Employer, the Employer's Agent and the Contractor before giving any instructions to the Contractor"

SCC4.4 Subcontracting

Add new sub-clause 4.4.7

The Contractor shall be required to subcontract at least **30%** of the of Works, in rand value of the Project, to local subcontractors from **Ray Nkonyeni Municipality** Jurisdiction. Failure to find suitable subcontractors in this region will lead to recruiting from the required subcontractors from the Ugu District Jurisdiction. Further be advised that the applicable labour rate for local labour are as follows

	Rate/Hour	Rate/ Day
UNSKILLED WORKER	24.50	196.00
SKILLED WORKER	32.81	262.48
CLO	33.80	270.04

Add new sub-clause 4.4.8

The Contractor shall be required to fill in all posts for unskilled labourers, first from the Masinenge Informal Settlement and proceed to recruit from Ray Nkonyeni and Ugu District Jurisdiction respectively.

Add new sub-clause 4.4.9

The Contractor shall enforce clause 4.4.8 on all his subcontractors and be liable for compliance.

Add new sub-clause 4.4.10

Notwithstanding Clause 4.4.7, the Contractor shall request a list of subcontractors from the Ray Nkonyeni Municipality and Ugu District Municipality Data Base for selection and identifying suitable subcontractors. All subcontractors including the local unregistered subcontractors should be assessed by the Contractor for suitability for the Works, as the Contractor shall remain liable for the same.

Add new sub-clause 4.4.11

Facilitation of all the above clauses must be done in liason with the Employer's Agent and relevent Social Facilitation Structures put in place.

C3.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

"Referring to the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 93 of the GCC 2015, delete the four consecutive paragraphs describing the symbols "L", "P", "M" and "F" respectively, and replace them with the following:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data as published in Table 14 of the "Additional tables" of the Statistical release P0141 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for "Civil Employer's Agenting plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for the “Building and construction - Civil Employer’s Agenting” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel - Coast and Witwatersrand” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

C4.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
Clause 1.1.1.13:	The Defects Liability Period is 12 months.
Clause 1.1.1.14:	The time for achieving Practical Completion is <u>8 months</u> from the Commencement Date, including non-working days and special non-working days.
Clause 1.1.1.26:	Pricing Strategy: The Contract is to be a Re-measurement Contract.
Clause 1.1.1.15:	Name of Employer: Ray Nkonyeni Municipality
Clause 1.1.1.16:	Name of Engineer: Abazingeli Civils (Pty) Ltd
Clause 1.2.1.2:	Address of Engineer:
	<u>Physical:</u> 15 Bamboo Lane Pinetown 3600 <u>Postal:</u> 152 Mayibuye Drive Umlazi 4066
	E-Mail: tmadlala@abazingelcivils.co.za
	Fax No: (086) 416 1775
3.	ENGINEER
Clause 3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
5.	TIME AND RELATED MATTERS
Clause 5.3.1:	The Contractor shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications in the project specifications) • Cash Flow in correlation with programme • Environmental Management Plan • Proof of current vendor license with RAY NKONYENI Municipality
Clause 5.3.2:	The abovementioned documentation required before commencement with Works execution is to be submitted within <u>14 days</u> of the Commencement Date.
Clause 5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.13.1:	The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25000,00 per day).
Clause 5.16.3:	The latent defects period is 10 years.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
6.	PAYMENT AND RELATED MATTERS
Clause 6.2.1:	The security to be provided by the Contractor shall be: Performance guarantee of 10% of the Accepted Contract Price.
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15%.
Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule, when applicable, with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are: $a = 0.25 \qquad b = 0.15 \qquad c = 0.55 \qquad d = 0.05$ The "Consumer Price Index" will be as for the province of KwaZulu-Natal for the area of <u>Southern KZN</u>
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are not allowed.
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. A Retention Money Guarantee is not permitted.
8.	RISKS AND RELATED MATTERS
Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>nil</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R2 000 000,00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
10.	CLAIMS AND DISPUTES
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

No contract will be awarded to a person who has failed to submit an Original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangement have been made with SARS.

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- Company registration documents.
- ID documents of directors/owners/members/shareholders.
- Original valid TAX/VAT certificate
- Past experience (1) & (2)
- Declarations.
- Joint Venture agreement

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

RAY NKONYENI MUNICIPALITY

NOTICE No.: 135/2021
TENDER No.: 8/2/RNM0327

CONSTRUCTION OF MBENI SPORTFIELD - WARD 31

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the ⁽¹⁾Directors/Partners/Members to this form, or by the completion of this form.

RESOLUTION

By resolution of the ⁽¹⁾Board of Directors / Partners / Members passed at a meeting held on

.....(date), at(place)

.....(name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;
Contract 8/2/RNM0327 and any contract which may arise therefrom on behalf of :-

.....
(Name Of Tenderer In Block Capitals)

SIGNED ON BEHALF OF THE FIRM :-

(1)..... (Director/Partner/Member)

(2)..... (Director/Partner/Member)

(3)..... (Director/Partner/Member)

(4)..... (Director/Partner/Member)

SIGNATURE OF AUTHORISED SIGNATORY :-

SIGNATURE
(On behalf of TENDERER)

DATE:

Tenderers are to note that failure to comply with this requirement will render their tender invalid.

RNM / MBD 2 TAX CLEARANCE REQUIREMENTS

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 Africa Revenue Services (SARS) to meet the bidder's tax obligation.

In order to meet the requirements bidders are required to complete in full the attached TCC1 "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.

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from date of approval / issue.

The Original Tax Clearance Certificate **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

Copies of the TCC "Application for a "Tax Pin" forms are available from any SARS branch office nationally or on the website www.sars.gov.za

Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Schedule of Work Carried out by the Tenderer

The Tenderer shall list below the last ten Buildings or related qualification contracts of a similar nature awarded to him. This information is material to the award of the Contract. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least (3) projects. Failure to submit both appointment letters and completion certificates will result into tenderer scoring zero (0)

EMPLOYER (Name, Tel No and Fax No)	CONSULTING ENGINEER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE:DATE:
(of person authorised to sign on behalf of the Tenderer)

Details of Key Personnel

Tenderers shall provide details of the Site Agent(s) and General Foreman's experience in work of a similar nature to that for which their tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

(a) Site Agent

SITE AGENT	NAME:.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

(b) Foreman

GENERAL FOREMAN	NAME:.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

DATE:

SIGNATURE OF TENDERER :.....

Tenderers are to attach (to this page) certified copies of the relevant NQF Qualifications for the following personnel:

- *Site Agent*
- *Foreperson*

Registration with CIDB

Contractor is to attach a copy(ies) of Contractor's Certificate of Registration with CIDB or alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, eg 1 CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

Record of Addenda to Tender Documents

We confirm that the following communications received from the Engineer 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		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

BBBEE COMPLIANCE CERTIFICATE

Tenderers are required to attach an original or certified copy of their BBBEE compliance certificate on this page or in the case of a joint venture, a joint certificate for the individual firms making up the joint venture, should they wish to claim for scores for BBBEE Compliance.

COMPANY REGISTRATION DOCUMENTS

Tenderers are to attach certified copies of company registration documents (eg CK Documents) to this page.

IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/MEMBERS

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page

RNM/ MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

RNM/ MBD 3.2 PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- As per GCC 2015 Clause 6.8.2 and detailed on page 92 of the GCC

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

RNM / HBD 4 DECLARATION OF INTEREST

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state*. 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.

- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Full Name.....

Identity Number:

Company Registration Number:.....

Tax Reference Number:.....

VAT Registration Number:.....

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

If so, furnish particulars.

.....

.....

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

If so, furnish particulars.

.....

.....

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

If so, furnish particulars.

* SCM 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.

.....
.....

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**

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE
INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RNM/MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RNM / BD 5.1 CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

RNM / BD 5.2 CONTRACT FORM – PAST EXPERIENCE WITH RAY NKONYENI MUNICIPALITY

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH RNM

PROJECT NAME	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

DATE

SIGNATURE OF BIDDER

RNM/ MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4

and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

RNM/MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Gabions	100%
Bolts, nuts, rivets and nails	100%
Reinforcing Steel Bars	100%
Galvanized Steel Cladding	100%
Bracing	100%
Latticed Steel Work	100%

4. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

YES		NO	
-----	--	----	--

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Ray Nkonyeni Municipality):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.**
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.**

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

- (a) The facts contained herein are within my own personal knowledge.**
- (b) I have satisfied myself that:**
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;**
 - (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;**

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Ray Nkonyeni Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.**

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Ray Nkonyeni Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

Annex D

SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

RNM/MBD 8 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Item	Question	Yes	No
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
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

RNM/MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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

ENVIRONMENTAL MANAGEMENT PROGRAMME

LOCALITY PLAN



1.2 Locality and Demographics

The project location is in Ray Nkonyeni Municipality, Ugu District Municipality in the province of KwaZulu-Natal. The GPS co-ordinates are as follows:

Latitude 30°46'55.8"S

Longitude 30°10'01.5"E

DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings. Drawings issued as part of this volume are listed hereafter.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Drawing No.	Description
RNM ON C.01 Mbeni Sport field	Site Plan
RNM ON C.04_01 Mbeni Sport field	Combo Court layout & Details.
RNM ON C.04_02 Mbeni Sport field	Combo Court Fencing Details
RNM ON C.06 Mbeni Sport field	Septic Tank Details
RNM ON C.07 Mbeni Sport field	Tank Stand Layout & Details.
RNM ON C.08 Mbeni Sport field	Structural Steel Grand Stand-Structural Grand Stand
RNM ON C.09_CH.01 Mbeni Sport field	Change rooms Plan
RNM ON C.09_CH.02 Mbeni Sport field	Change rooms-Sections & Elevations.
RNM ON C.09_CH.03 Mbeni Sport field	Change rooms-Foundations and Slab layout & Detail
RNM ON C.09_CH.04 Mbeni Sport field	Change rooms-Foundations Rebar
RNM ON C.10-01 Mbeni Sport field	School Teachers Toilets Layout & Details
RNM ON C.10-02 Mbeni Sport field	Boys and Girls School Toilets