



**NEWCASTLE MUNICIPALITY**

**TECHNICAL SERVICES – ROADS AND STORMWATER**

**BID NO.: A043 - 2023/24**

**PANEL FOR SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**CIDB Grading: 3SB**

**SUBMISSION OF BID DOCUMENT DEADLINE**

Date: Friday, 14 February 2025

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)

Tower Block Building, 37 Murchison Street, 1<sup>st</sup> Floor Newcastle, 2940

|                                    |  |
|------------------------------------|--|
| <b>Name of Bidder/<br/>Company</b> |  |
| <b>CSD No</b>                      |  |
| <b>SARS TCS Pin<br/>(Tenders)</b>  |  |
| <b>Physical Address</b>            |  |
|                                    |  |
| <b>Contact Person(s)</b>           |  |
| <b>Phone Number(s)</b>             |  |
| <b>E-Mail Address</b>              |  |

Sealed tender document must be deposited in the Tender Box provided on the 1<sup>st</sup> Floor, Newcastle Municipality Civic Centre, 37 Murchison Street, Newcastle by not later than 12:00hrs on **14 February 2025** when they will be opened in public. Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

## CHECK-LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the check-boxes provided that they have completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. **Additionally, it is an absolute requirement that tenderers comply with National Treasury's CSD registration as well as SARS tax compliance requirements.**

| Ref            | Description                                                                                                               | Completed |    | For office use |    |          |
|----------------|---------------------------------------------------------------------------------------------------------------------------|-----------|----|----------------|----|----------|
|                |                                                                                                                           | Yes       | No | Yes            | No | Comments |
| Cover          | Name of tenderer                                                                                                          |           |    |                |    |          |
|                | Contact person                                                                                                            |           |    |                |    |          |
|                | Telephone/Fax number                                                                                                      |           |    |                |    |          |
|                | CIDB CRS Number                                                                                                           |           |    |                |    |          |
|                | CIDB Grading                                                                                                              |           |    |                |    |          |
| T2.1           | T2.2.2 Complete the Certificate of Authority                                                                              |           |    |                |    |          |
|                | Submit Valid SARS Tax Compliance status Pin for Tenders                                                                   |           |    |                |    |          |
|                | Confirm Proof of CSD Registration - submission of MAAA----- No                                                            |           |    |                |    |          |
|                | Valid and certified copy of BBBEE certificate                                                                             |           |    |                |    |          |
|                | Proof of registration with professional bodies                                                                            |           |    |                |    |          |
|                | Consortium / JV agreement with all signatories and breakdown of each members contribution / role                          |           |    |                |    |          |
|                | Consortium / JV / Tenderer banking details                                                                                |           |    |                |    |          |
|                | Complete and sign MBD 6.1 – Preference Points claim form                                                                  |           |    |                |    |          |
| T2.2.4         | Complete and sign MBD 4 - Declaration of Interest                                                                         |           |    |                |    |          |
| T2.2.4         | Complete and sign MBD 8 - past SCM Practices Form                                                                         |           |    |                |    |          |
|                | Complete & sign MBD 5 (Declaration for Procurement above R10m) *                                                          |           |    |                |    |          |
|                | Confirmation that you have no municipal commitments overdue for more than 90 days**                                       |           |    |                |    |          |
|                | Annual Financial statements for past 3 years (AFS) *                                                                      |           |    |                |    |          |
| T2.2.4         | Complete and sign MBD 9- Certificate of Independent bid Determination                                                     |           |    |                |    |          |
| C.1.1          | Complete the Form of Offer. <b>Do not complete the Form of Acceptance</b>                                                 |           |    |                |    |          |
|                | Sign the Form of Offer with 2 witnesses. <b>Do not sign the Form of Acceptance</b>                                        |           |    |                |    |          |
| Qualifications | Is your tender subject to any qualifications? If Yes, reference to such qualification/s must be indicated below:<br>----- |           |    |                |    |          |

\*For tenders with estimated total value exceeding R10m (VAT included)

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

# **NEWCASTLE MUNICIPALITY**



**BID NO: A043 – 2023/24**

## **SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**VOLUME 1**

**TENDER AND CONTRACT**

## CONTENTS:

| Volumes     |             | Contents                                   |                                        |
|-------------|-------------|--------------------------------------------|----------------------------------------|
| Number      | Description | Number                                     | Heading                                |
| Volume<br>1 | Tender      | <b>Part 1: Tender Procedures</b>           |                                        |
|             |             | T1.1                                       | Tender Notice and Invitation to Tender |
|             |             | T1.2                                       | Tender Data                            |
|             |             | <b>Part 2: Returnable Documents</b>        |                                        |
|             |             | T2.1                                       | List of Returnable Documents           |
|             |             | T2.2                                       | Returnable Schedules                   |
|             | Contract    | <b>Part 1: Agreement and Contract Data</b> |                                        |
|             |             | C1.1                                       | Form of Offer and Acceptance           |
|             |             | C1.2                                       | Contract Data                          |
|             |             | C1.3                                       | Forms of Securities                    |
|             |             | <b>Part 2: Pricing Data</b>                |                                        |
|             |             | C2.1                                       | Pricing Instructions                   |
|             |             | C2.2                                       | Bill of Quantities                     |
|             |             | <b>Part 3: Scope of Work</b>               |                                        |
|             |             | C3                                         | Scope of Work                          |
|             |             | <b>Part 4: Site Information</b>            |                                        |
|             |             | C4                                         | Site Information                       |

# NEWCASTLE MUNICIPALITY



## VOLUME 1

### PART 1: TENDERING PROCEDURES

**TABLE OF CONTENTS:**

|          |                                        | <b>PAGE(S)</b> |
|----------|----------------------------------------|----------------|
| T1.1     | TENDER NOTICE AND INVITATION TO TENDER | 7              |
| T1.2     | TENDER DATA                            | 10             |
| T1.2.1   | Conditions of Tender                   | 10             |
| T1.2.2   | Tender Data                            | 10             |
| ANNEXURE | STANDARD CONDITIONS OF TENDER          | 20             |
| C. 1     | General                                | 20             |
| C. 2     | Tenderer`s obligations                 | 22             |
| C. 3     | Employers undertaking                  | 27             |



## T1.1. TENDER NOTICE AND INVITATION TO TENDER

The Newcastle Municipality hereby invites tenders from interested parties for the panel for sectional patching and repair work and ancillary work to Newcastle Municipality as and when required for a period of 36 months.

Bid documents will be available from the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Room B218, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 as from **09 January 2025**.

**A non-refundable document fee of R 300.00** payable in cash or by bank guaranteed cheque made out in favour of the Newcastle Municipality is required on collection of the Bid documents. **Please note that the tender documents are available for downloading for free from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Banking Details** - The Newcastle Municipality, ABSA – Account No: 4110354947, Br Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries:** Mrs D Marais

**Telephone no.:** 034 328 7769

**Technical enquiries:** Mr M Nsele

**Telephone no.:** 034 328 7935

Multiple service providers would be appointed to a panel agreement, therefore below indicated preferential scoring system will only be apply when sourcing quotations on rotational basis from the existing panel of qualifying professional service providers and thereon the acceptable/successful bidder will be required to execute the contract.

Quotations will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 -or 90/10 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives. The bids will be valid for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **“Tender no: A043 – 2023/24 Panel for sectional patching and repair work and ancillary work to Newcastle Municipality as and when required for a period of 36 months.”** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Friday, 14 February 2025** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr. Z. W. MCINEKA**  
**Municipal Manager**

## MBD1: INVITATION TO BID

### PART A

| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY</b>               |                                                                                                                                                     |                     |                  |                     |       |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|---------------------|-------|
| <b>Bid Number</b>                                                                                 | A043 – 2023/24                                                                                                                                      | <b>Closing Date</b> | 14 February 2025 | <b>Closing Time</b> | 12h00 |
| <b>Description</b>                                                                                | <b>PANEL FOR SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO<br/>NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS</b> |                     |                  |                     |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |                                                                                                                                                     |                     |                  |                     |       |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

#### 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>Preferential points (80/20) or (90/10)</b> | Price = 80 / 90 |  | Preferent points = 20 / 10 |         | Total = 100 |

| Specific Contract Participation Goals | 20        | 10        | Tick for claim |
|---------------------------------------|-----------|-----------|----------------|
| Black people (Equity HDI's)           | 8         | 4         |                |
| Black people with disability/youth    | 4         | 2         |                |
| Black people who are women            | 4         | 2         |                |
| Locality (within Amajuba district)    | 4         | 2         |                |
| <b>TOTAL HDI SCORE</b>                | <b>20</b> | <b>10</b> |                |

**POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT**

|                                      |  |                                                       |
|--------------------------------------|--|-------------------------------------------------------|
| <b>Total Number of Items Offered</b> |  | <b>Total Bid Price: NOT APPLICABLE AT THESE STAGE</b> |
| <b>Signature of Bidder</b>           |  | <b>Date:</b>                                          |

**Capacity under which this bid is signed:**

#### ENQUIRIES MAY BE DIRECTED TO:

| Bidding Procedure Enquiries | Technical enquiries                                                                      |
|-----------------------------|------------------------------------------------------------------------------------------|
| Contact person              | Mrs Dalene Marais                                                                        |
| Telephone number            | 034 328 7769                                                                             |
|                             | <a href="mailto:Malibongwe.Nsele@newcastle.gov.za">Malibongwe.Nsele@newcastle.gov.za</a> |

## PART B Terms and Conditions for Bidding

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. <b>All bids must be submitted on the official forms provided– (The document should not be reformatted, edited in a soft copy format).</b></p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Standard Conditions of Tender as contained in <b>Annex C of the CIDB Standard for Uniformity for construction Procurement, (Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019.)</b> and, if applicable, any other special conditions of contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>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 <b>website <a href="http://www.sars.gov.za">www.sars.gov.za</a></b>.</p> <p>2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.</p> <p>2.7 Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.</p>                                                                                                                                                                                             |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                      |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. Is the entity a resident of the Republic of South Africa (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>3.2. Does the entity have a branch in the RSA?</td> <td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>3.3. Does the entity have a permanent establishment in the RSA?</td> <td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>3.4. Does the entity have any source of income in the RSA?</td> <td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>3.5. Is the entity liable in the RSA for any form of taxation?</td> <td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table> <p><b>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.</b></p> | 3.1. Is the entity a resident of the Republic of South Africa (RSA)? | <input type="checkbox"/> Yes <input type="checkbox"/> No | 3.2. Does the entity have a branch in the RSA? | <input type="checkbox"/> Yes <input type="checkbox"/> No | 3.3. Does the entity have a permanent establishment in the RSA? | <input type="checkbox"/> Yes <input type="checkbox"/> No | 3.4. Does the entity have any source of income in the RSA? | <input type="checkbox"/> Yes <input type="checkbox"/> No | 3.5. Is the entity liable in the RSA for any form of taxation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.1. Is the entity a resident of the Republic of South Africa (RSA)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.2. Does the entity have a branch in the RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.3. Does the entity have a permanent establishment in the RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.4. Does the entity have any source of income in the RSA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |
| 3.5. Is the entity liable in the RSA for any form of taxation?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No             |                                                          |                                                |                                                          |                                                                 |                                                          |                                                            |                                                          |                                                                |                                                          |

**NB: Failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from people in the service of the state.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

## T1.1 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.3 sets out Additional Conditions of Tender.

### T1.1.1 Standard Conditions of Tender

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

| Clause number                                           | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.1.1<br/>ACTIONS</b>                                | <p><i>Add the following:</i></p> <p>The Employer is <b>NEWCASTLE MUNICIPALITY</b>, represented by <b>SED Technical Services</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C.1.2<br/>TENDER DOCUMENTS</b>                       | <p>The bid documents issued by the Employer comprise:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering Procedures</b><br/> T1.1 Tender Notice and Invitation To Tender<br/> T1.2 Tender Data</p> <p>Part T2: Returnable Documents<br/> T2.1 List of Returnable Documents<br/> T2.2 Returnable Schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and Contract Data</b><br/> C1.1 Form of Offer and Acceptance<br/> C1.2 Contract Data<br/> C1.3 Tenderer's Direct Participation of Targeted Labour<br/> C1.4 Tenderer's Direct Participation of Targeted Enterprises<br/> C1.5 Performance Guarantee<br/> C1.6 Adjudication<br/> C1.7 Occupational Health and Safety Agreement</p> <p><b>Part C2: Pricing Data</b><br/> C2.1 Pricing Instructions<br/> C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b><br/> C3 Scope of work</p> <p><b>Part C4: Site Information</b><br/> C4 Site Information</p> |
| <b>C1.4<br/>COMMUNICATION &amp;<br/>EMPLOYERS AGENT</b> | <p><i>Add the following:</i></p> <p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>C.2</b></p> <p><b>TENDERER'S OBLIGATIONS</b></p> <p style="text-align: center;"><b>C.2.1</b></p> <p style="text-align: center;"><b>ELIGIBILITY</b></p> | <p><i>Add the following after C.2.1:</i></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p><b>A. Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 3SB or higher class of construction work, are eligible to have their tenders evaluated.</p> <p><b>B. Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 3SB or higher class of construction work;</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p><b>Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore, no tenderer will be allocated work that is more than the tenderer's current CIDB grading.</b></p> |
| <p style="text-align: center;"><b>C.2.7</b></p> <p style="text-align: center;"><b>CLARIFICATION MEETING</b></p>                                                                          | <p><i>Add the following:</i></p> <p>The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p style="text-align: center;"><b>C.2.12</b></p> <p style="text-align: center;"><b>ALTERNATIVE TENDER OFFERS</b></p>                                                                     | <p><i>Add the following after C.2.12.2:</i></p> <ol style="list-style-type: none"> <li>A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.</li> <li>B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                    | <p>C. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>C.2.13<br/>SUBMITTING A TENDER OFFER</b></p> | <p>A. <i>Add the following at the end of C.2.13.3:</i><br/>Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.</p> <p>B. <i>Add the following after the first sentence of C.2.13.5:</i><br/>The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>C. <i>Add the following after the first sentence of C.2.13.5:</i><br/>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box</b> : Newcastle Municipality<br/>Offices, 1<sup>st</sup> Floor</p> <p><b>Physical address</b> : 37 Murchison Street,<br/>Newcastle</p> <p><b>Identification details</b> : BID NO A043 – 2023/24</p> <p>Sealed tenders with the Tenderer's name and address and the endorsement "tender no: <b>A043 – 2023/24: Panel for sectional patching and repair work and ancillary work to Municipality as and when required for a period of 36 months.</b>" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p> <p>D. <i>Add the following after C.2.13.6:</i><br/>A two-envelope procedure as described in C.3.5 will not be followed.</p> |
| <p><b>C.2.15<br/>CLOSING TIME</b></p>              | <p><i>Add the following:</i></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>C.2.16</b></p>                               | <p><i>Add the following:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TENDER OFFER VALIDITY</b>                                   | The tender offer validity period is 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>C.2.17<br/>CLARIFICATION OF TENDER<br/>AFTER SUBMISSION</b> | <p>Add the following:</p> <p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>C.2.23<br/>CERTIFICATES</b>                                 | <p>Add the following:</p> <p>The tenderer is required to submit the following certificates with the tender:</p> <p><b>A. Certificate of Contractor Registration (CIDB)</b><br/>Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2).</p> <p><b>B. Tax Compliant Status</b><br/>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form REGISTRATION SUMMARY REPORT BY CENTRAL SUPPLIER DATABASE FOR THE SOUTH AFRICAN GOVERNMENT. Tax Compliance Status will be verified and is compulsory.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Compliant Status</p> <p><b>C. Tenders exceeding R10 million</b><br/>Where the tendered amount inclusive of VAT exceeds R10 million:</p> <ol style="list-style-type: none"> <li>audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ol> |

|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                            | Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B3 in Part T2, page 83).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                            | Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>C.3.4<br/>OPENING OF TENDER<br/>SUBMISSIONS</b>                         | <p>Add the following:</p> <p>The time and location for opening of the tender offers is:</p> <p>Time : as per tender advert<br/>Location : 1<sup>st</sup> Floor, Newcastle Municipality Offices,<br/>37 Murchison Street, Newcastle</p> <p>Tenders will be opened immediately after the closing time for tenders at 12:00.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>C.3.5<br/>TWO ENVELOP SYSTEM</b>                                        | <p>Add the following:</p> <p>A two-envelope procedure will <b>not</b> be followed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>C.3.8<br/>TEST FOR RESPONSIVENESS</b>                                   | <p>Add the following after C.3.8.2:</p> <p>Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> <li>the tender is not in compliance with the Scope of Work;</li> <li>the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.</li> <li>the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above.</li> <li>The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.</li> <li>The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG<sub>2</sub>) of at least the minimum percentage specified (if so specified).</li> </ul> |
| <b>C.3.11<br/>EVALUATION OF TENDER<br/>OFFERS<br/>C.3.11.1<br/>GENERAL</b> | <p>Add the following:</p> <p>The procedure for the evaluation of responsive tenders is <b>Method 2</b> where the total number of adjudication points achieved, <math>T_{EV} = N_{FO} + N_P + N_Q</math>.</p> <p>where:</p> <ul style="list-style-type: none"> <li><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</li> <li><math>N_P</math> is the number of tender evaluation points awarded for preference.</li> <li><math>N_Q</math> is the number of tender evaluation points awarded for quality.</li> </ul>                                                                                                                                                                                                                           |
| <b>C.3.11.2<br/>SCORING FINANCIAL OFFERS</b>                               | <p>Add the following new sub Clause:</p> <p>The financial offer will be scored using <b>Formula 2 (Option 1)</b></p> <p>The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p>                                                                                                                                                                                                                                                                                                                                                   |
| <b>C.3.11.3<br/>SCORING PREFERENCES</b>                                    | <p>Add the following new sub clause:</p> <p>Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                                                                        | <p>Points awarded will be according to a tenderer's HDI and summarised in the table below:</p> <table><tr><th colspan="2"></th><th>POINTS</th></tr><tr><td colspan="2"><b>1. Price</b></td><td>80</td></tr><tr><td colspan="2"><b>2. Specific Contract Participation Goals</b></td><td></td></tr><tr><td colspan="2"><b>2.1 Historically Disadvantaged Individuals</b></td><td></td></tr><tr><td>2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution</td><td>8</td><td></td></tr><tr><td>2.1.2 Who is female</td><td>4</td><td></td></tr><tr><td>2.1.3 Who has a disability</td><td>2</td><td></td></tr><tr><td>2.1.4 Who's youth</td><td>2</td><td></td></tr><tr><td colspan="2"><b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b></td><td></td></tr><tr><td>2.2.1 Business operations within Amajuba District</td><td>4</td><td></td></tr><tr><td>2.2.2 Business Operations within KwaZulu-Natal Province</td><td>2</td><td></td></tr><tr><td>2.2.3 Business operations within South Africa</td><td>0</td><td></td></tr><tr><td colspan="2"><b>Total points for Price and HDI principles must not exceed</b></td><td></td></tr></table> |        |  | POINTS | <b>1. Price</b> |  | 80 | <b>2. Specific Contract Participation Goals</b> |  |  | <b>2.1 Historically Disadvantaged Individuals</b> |  |  | 2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution | 8 |  | 2.1.2 Who is female | 4 |  | 2.1.3 Who has a disability | 2 |  | 2.1.4 Who's youth | 2 |  | <b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b> |  |  | 2.2.1 Business operations within Amajuba District | 4 |  | 2.2.2 Business Operations within KwaZulu-Natal Province | 2 |  | 2.2.3 Business operations within South Africa | 0 |  | <b>Total points for Price and HDI principles must not exceed</b> |  |  |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--|--------|-----------------|--|----|-------------------------------------------------|--|--|---------------------------------------------------|--|--|----------------------------------------------------------------------------------------|---|--|---------------------|---|--|----------------------------|---|--|-------------------|---|--|-------------------------------------------------------------------------------|--|--|---------------------------------------------------|---|--|---------------------------------------------------------|---|--|-----------------------------------------------|---|--|------------------------------------------------------------------|--|--|
|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | POINTS |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>1. Price</b>                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 80     |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>2. Specific Contract Participation Goals</b>                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>2.1 Historically Disadvantaged Individuals</b>                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.1.2 Who is female                                                                    | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.1.3 Who has a disability                                                             | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.1.4 Who's youth                                                                      | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.2.1 Business operations within Amajuba District                                      | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.2.2 Business Operations within KwaZulu-Natal Province                                | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| 2.2.3 Business operations within South Africa                                          | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>Total points for Price and HDI principles must not exceed</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>C.3.11.4<br/>OBJECTIVE CRITERIA</b>                                                 | <p>Add the following new sub clause:</p> <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks.</p> <p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"><li>• The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;</li><li>• The risk of Irregular expenditure to Newcastle Local Municipality;</li><li>• The risk of poor project and contract management on existing project with Newcastle Local Municipality;</li><li>• The risk of an abnormally low bid; and</li><li>• The risk of a material irregularity.</li></ul>                                                                                                                                                                                        |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |
| <b>C.3.11.5<br/>SCORING QUALITY</b>                                                    | <p>Add the following new sub clause:</p> <p>Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below:</p> <p><b>QUALITY SCORING CRITERIA</b></p> <p>Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 "Additional Functionality Documents".</p> <p>Tenderers are required to meet a minimum Quality Score of 44 points based on the criteria listed below. A score of less than 44 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.</p>                                                                                                                                                                                                                                                                              |        |  |        |                 |  |    |                                                 |  |  |                                                   |  |  |                                                                                        |   |  |                     |   |  |                            |   |  |                   |   |  |                                                                               |  |  |                                                   |   |  |                                                         |   |  |                                               |   |  |                                                                  |  |  |

### DETAILED BREAKDOWN OF QUALITY POINTS

The bid shall be evaluated in stages as follows: -

Stage 1: Administrative compliance

### Stage 2: Mandatory requirement

### Stage 3: Technical evaluation/ eligibility criteria

#### Stage 4: Objectivity criteria

### 1.1 Administrative compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply with the set minimum requirements on administration.

Water and lights account in the name of tendering entity

Tax Status, CSD registration

Verification if not listed under tender defaulters.

## Signing of MBD 1

Declaration of interest – MBD 4

All forms must be completed in full.

## 1.2 Mandatory requirements

| MANDATORY REQUIREMENTS (RETURNABLE DOCUMENTS) |                                                                                                          |     |    |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------|-----|----|
|                                               | compulsory required documents (Please tick yes if you've attached and no if not attached)                | Yes | No |
| 1.                                            | CIDB Grade 3SB or higher<br><br><b>Portfolio of Evidence</b><br>Copy of valid 3SB or higher CIDB Grading |     |    |

### 1.3 Technical evaluation / Eligibility criteria

The approach to be adopted for the technical evaluation is that criteria have been developed that indicate the elements that are mandatory and non-negotiable. Only contractors that have achieved 70% will be further evaluated for the next stage.

| Unit | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Points                               |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1    | <p><b>Tenderer's Experience</b></p> <ul style="list-style-type: none"> <li>Experience of firm in executing similar work. Contractor to submit appointment letter and completion certificate not older than 8 years. All projects must have a minimum value of R 2 000 000,00. Pro rata points for less than four projects of similar nature and size (8 points per project).</li> <li>Current project with experience of firm in executing similar work. Contractor to submit appointment letter.</li> </ul> <p>Note: Failure to provide certificate(s) will result in no points being awarded.</p> | <p>60</p> <p>40</p> <p>20</p>        |
| 2    | <p><b>Relevant Plant and Equipment</b></p> <p><b>Note: Full points will be allocated for plant and equipment owned/ Hired by the Tenderer, and which will be available for the project should the Tenderer be successful. Points for hired plant will be allocated of an original letter of intent is attached from a Plant Hire Company.</b></p> <p><b>Details of owned and hired plant and equipment that are relevant to this project.</b></p> <p><b>TLB:</b></p> <p>Owned</p> <p>Leased</p>                                                                                                     | <p>20</p> <p>4</p> <p>4</p> <p>2</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Milling Machine:</b><br>Owned<br>Leased<br><br><b>Asphalt Paver:</b><br>Owned<br>Leased<br><br><b>Smooth Roller:</b><br>Owned<br>Leased<br><br><b>Pneumatic Roller:</b><br>Owned<br>Leased                                                                                                                                                                                                                                                                                                                                                                                      | 4<br>4<br>2<br><br>4<br>4<br>2<br><br>4<br>4<br>2<br><br>4<br>4<br>2 |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Human Resources</b><br><b>Qualifications and demonstrated relevant experience &amp; key personnel</b><br>Project Manager<br>National Diploma: Civil Engineering<br>5 years relevant experience (Summary of experience must be attached)<br><br>Site Agent<br>5 years relevant experience (Summary of experience must be attached)<br><br>Note: Failure to provide Organogram, CV.                                                                                                                                                                                               | 20<br><br>10<br>5<br>5<br><br>10<br><br>0                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>TOTAL POINTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>100</b>                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>MINIMUM QUALIFYING SCORE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>70%</b>                                                           |
| <p>Price is not a consideration for the purpose of being accredited to serve on the panel. However, the price will be considered in the evaluation of bids for specific event. The Quotation stage will be subject to an 80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced on the rotational basis from the panel of existing service providers. (Please refer to MBD 6.1)</p> <p><b>1.3 Objectivity criteria</b></p> <p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"> <li>- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;</li> <li>- The risk of Irregular expenditure to Newcastle Local Municipality;</li> <li>- The risk of poor project and contract management on existing project with Newcastle Local Municipality;</li> <li>- The risk of an abnormally low bid; and</li> <li>- The risk of a material irregularity.</li> </ul> <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                      |
| <b>C.3.13<br/>ACCEPTANCE OF TENDER OFFER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>A. Add the following:<br/> Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity;</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer is registered with the CIDB with an appropriate category of registration;</li> </ul> |                                                                      |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) the tenderer has not:</p> <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> <p>e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>g) the tenderer complies with the requirements pertaining to Local Content and Production.</p> <p><b>Notification of Decision and Appeal Period</b></p> <p>If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 14 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must:</p> <ul style="list-style-type: none"> <li>set out the reasons for the appeal;</li> <li>state in which way the appellant's rights have been affected by the decision;</li> <li>state the remedy sought, and</li> <li>be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.</li> </ul> <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is <b>not</b> acceptance of the tender and no rights shall accrue to the successful tenderer in terms</p> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                 | <p>of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.</p> |
| <p><b>C.3.17</b><br/><b>PROVIDE COPIES OF THE CONTRACTS</b></p> | <p><i>Add the following:</i><br/>The number of paper copies of the signed contract to be provided by the employer is one.</p>                                                                                                                                                                                                                                                                                                                      |

## Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

### C.1 General

#### C.1.1 Actions

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

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

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

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

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

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

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

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

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.

- C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised.

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer

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

- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender

data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

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

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

- C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

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

### **C.2.1 Eligibility**

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer

to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **C.2.2 Cost of tendering**

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must

attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

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

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

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

#### **C.2.5 Reference documents**

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

#### **C.2.6 Acknowledge addenda**

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

#### **C.2.7 Clarification meeting**

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

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

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

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

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the

employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

#### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

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

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

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

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for HDI and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

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

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non - disclosure**

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

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

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

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

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: |                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requirement                                                                                                                | Qualitative interpretation of goal                                                                                                                                                                                                     |
| Fair                                                                                                                       | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.                                                                  |
| Equitable                                                                                                                  | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.                                                                                                                                   |
| Transparent                                                                                                                | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.         |
| Competitive                                                                                                                | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.                                                                                                                            |
| Cost effective                                                                                                             | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

**T1.1.2 Variations to the Standard Conditions of Tender**

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

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

# NEWCASTLE MUNICIPALITY



## VOLUME 1

## RETURNABLE DOCUMENTS AND SCHEDULES

## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A34; B1 to B4; C1.1 and C2 as listed below as part of his/her tender submission:

| SCHEDULE          | DESCRIPTION<br>Returnable documents required for tender evaluation purposes                              |
|-------------------|----------------------------------------------------------------------------------------------------------|
| <b>Schedule A</b> | <b>Documents incorporated in this tender document that must be completed and signed by all tenderers</b> |
| A1                | Authority to Sign Documents                                                                              |
| A2                | Letter of Good Standing with Workmen's Compensation Commissioner                                         |
| A3                | Certificate of Authority for Joint Ventures (only if Tenderer is a JV)                                   |
| A4                | Schedule of Work Experience of Tenderer                                                                  |
| A5                | Current and Recent Projects for Newcastle Municipality                                                   |
| A6                | Schedule of Construction Plant                                                                           |
| A7                | Schedule of Subcontractors                                                                               |
| A8                | Details of Experience of Contracts Manager, Site Agent, General Foreman                                  |
| A9                | Compulsory Enterprise Questionnaire                                                                      |
| A10               | Alterations / Amendments by Tenderer                                                                     |
| A11               | Schedule of Daywork Rates                                                                                |
| A12               | Record of Addenda to Tender Documents                                                                    |
| A13               | Size of Enterprise and Current Workload                                                                  |
| A14               | Joint Venture Disclosure Form                                                                            |
| A15               | Details of Alternative Tenders Submitted                                                                 |
| A16               | Amendments and Qualifications by Tenderer                                                                |
| A17               | Declaration of Interest (MBD 4)                                                                          |
| A18               | Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)                                 |
| A19               | Certificate of Independent Tender Determination (MBD 9)                                                  |
| A20               | Form Concerning Fulfilment of the Construction Regulations 2014                                          |
| A21               | General Information (Procurement)                                                                        |
| A22               | Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (MBD 6.1)         |
| A23               | Tenderer's Financial Standing                                                                            |
| A24               | Socio Economic Upliftment Strategy                                                                       |
| A25               | Declaration for Municipal Accounts                                                                       |
| <b>Schedule B</b> | <b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>                |
| B1                | CIDB Contractor Registration Certificate                                                                 |
| B2                | Tax Compliant Status – Tax Pin Verification Certificate                                                  |

|                   |                                                            |
|-------------------|------------------------------------------------------------|
| <b>Schedule C</b> | <b>Other Documents that will form part of The Contract</b> |
| C1.1              | Form of Offer and Acceptance                               |
| C1.2              | Contract Data                                              |
| C1.3              | Tenderer's Direct Participation of Targeted Labour         |
| C1.4              | Tenderer's Direct Participation of Targeted Enterprises    |
| C1.5              | Performance Guarantee                                      |
| C1.6              | Adjudication                                               |

| SCHEDULE | DESCRIPTION<br>Returnable documents required for tender evaluation purposes |
|----------|-----------------------------------------------------------------------------|
| C1.7     | Occupational Health and Safety Agreement                                    |
| C2       | Pricing Data and Bill of Quantities                                         |
| C3       | Scope of Work                                                               |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

### A1. AUTHORITY TO SIGN DOCUMENTS

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

.....

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

.....

.....

\*Delete whichever is inapplicable

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |
| <b>WITNESSES</b>      |  |                     |  |
| <b>Name</b>           |  | <b>Name</b>         |  |
| <b>Signature</b>      |  | <b>Signature</b>    |  |

**NEWCASTLE MUNICIPALITY**

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

|                                                                             |
|-----------------------------------------------------------------------------|
| <b>A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION COMMISSIONER</b> |
|-----------------------------------------------------------------------------|

**ATTACH LETTER OF GOOD STANDING TO THIS PAGE.**

## NEWCASTLE MUNICIPALITY

Tender number: A043 – 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

This is to certify that I/We\* .....

of (tenderer) .....

of (address) .....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

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

\*Delete whichever is inapplicable

#### SIGNED BY/ON BEHALF OF TENDERER:

|             |                  |             |
|-------------|------------------|-------------|
|             |                  |             |
| <b>Name</b> | <b>Signature</b> | <b>Date</b> |

#### SIGNED BY/ON BEHALF OF THE EMPLOYER:

|             |                  |             |
|-------------|------------------|-------------|
|             |                  |             |
| <b>Name</b> | <b>Signature</b> | <b>Date</b> |

## NEWCASTLE MUNICIPALITY

Tender number: A035 – 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

Mr/Ms ....., authorised signatory of the company, close corporation or partnership ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY                              |
|--------------|---------|--------------------------------------------------------|
| Lead partner |         | Signature :.....<br>Name :.....<br>Designation : ..... |
|              |         | Signature :.....<br>Name :.....<br>Designation : ..... |
|              |         | Signature :.....<br>Name :.....<br>Designation : ..... |

#### Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A4. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

| COMPLETED CONTRACTS                    |                                                |                |                          |                       |
|----------------------------------------|------------------------------------------------|----------------|--------------------------|-----------------------|
| Employer<br>(Name, Tel, Fax,<br>Email) | Consulting Engineer<br>(Name, Tel, Fax, Email) | Nature of Work | Value of<br>Work<br>R(M) | Date<br>Complete<br>d |
| Name :                                 |                                                |                |                          |                       |
| Tel :                                  |                                                |                |                          |                       |
| Fax :                                  |                                                |                |                          |                       |
| Email :                                |                                                |                |                          |                       |
| Name :                                 |                                                |                |                          |                       |
| Tel :                                  |                                                |                |                          |                       |
| Fax :                                  |                                                |                |                          |                       |
| Email :                                |                                                |                |                          |                       |
| Name :                                 |                                                |                |                          |                       |
| Tel :                                  |                                                |                |                          |                       |
| Fax :                                  |                                                |                |                          |                       |
| Email :                                |                                                |                |                          |                       |
| Name :                                 |                                                |                |                          |                       |
| Tel :                                  |                                                |                |                          |                       |
| Fax :                                  |                                                |                |                          |                       |
| Email :                                |                                                |                |                          |                       |

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

| CURRENT CONTRACTS                      |                                                   |                |                       |                                        |
|----------------------------------------|---------------------------------------------------|----------------|-----------------------|----------------------------------------|
| Employer<br>(Name, Tel, Fax,<br>Email) | Consulting Engineer<br>(Name, Tel, Fax,<br>Email) | Nature of Work | Value of<br>Work R(M) | Anticipate<br>d<br>Completi<br>on Date |
| Name :                                 |                                                   |                |                       |                                        |
| Tel :                                  |                                                   |                |                       |                                        |
| Fax :                                  |                                                   |                |                       |                                        |
| Email :                                |                                                   |                |                       |                                        |
| Name :                                 |                                                   |                |                       |                                        |
| Tel :                                  |                                                   |                |                       |                                        |
| Fax :                                  |                                                   |                |                       |                                        |
| Email :                                |                                                   |                |                       |                                        |
| Name :                                 |                                                   |                |                       |                                        |
| Tel :                                  |                                                   |                |                       |                                        |
| Fax :                                  |                                                   |                |                       |                                        |
| Email :                                |                                                   |                |                       |                                        |
| Name :                                 |                                                   |                |                       |                                        |
| Tel :                                  |                                                   |                |                       |                                        |
| Fax :                                  |                                                   |                |                       |                                        |
| Email :                                |                                                   |                |                       |                                        |
| Name :                                 |                                                   |                |                       |                                        |
| Tel :                                  |                                                   |                |                       |                                        |
| Fax :                                  |                                                   |                |                       |                                        |
| Email :                                |                                                   |                |                       |                                        |

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

| Name of Bidder |  |              |  |
|----------------|--|--------------|--|
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

### A5. CURRENT AND RECENT PROJECTS FOR NEWCASTLE MUNICIPALITY

Tenderers 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 name of Employer.

| CURRENT PROJECTS                                                         |                |                     |                                      |
|--------------------------------------------------------------------------|----------------|---------------------|--------------------------------------|
| PROJECT NAME                                                             | AWARDED AMOUNT | CONTRACT START DATE | ANTICIPATED / ACTUAL COMPLETION DATE |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
|                                                                          |                |                     |                                      |
| TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR NEWCASTLE MUNICIPALITY |                |                     | R                                    |

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |



[illegible]

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

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

|                                                                                           |  |              |  |
|-------------------------------------------------------------------------------------------|--|--------------|--|
| Number of additional sheets appended by the tenderer to this schedule (if Nil, enter Nil) |  |              |  |
| Name of Bidder                                                                            |  |              |  |
| Signature                                                                                 |  | Name (print) |  |
| Capacity                                                                                  |  | Date         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

### A7. SCHEDULE OF SUBCONTRACTORS

Note that **30%** of the work must be given to the local sub-contractors which will be appointed or nominated during construction.

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

| SUBCONTRACTORS        |                                                                                                       |                                                                          |                                  |
|-----------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------|
| Category/type         | Subcontractor<br>Name/Address/Contact<br>Person/Phone/Fax/Details of<br>Organisation/Firm/ Experience | Items of work (pay<br>items) to be<br>undertaken by the<br>Subcontractor | Estimated Cost<br>of Work (Rand) |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
|                       |                                                                                                       |                                                                          |                                  |
| TOTAL (Excluding VAT) |                                                                                                       |                                                                          |                                  |

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

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

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

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

|                                                                                                          |
|----------------------------------------------------------------------------------------------------------|
| <b>A8. DETAILS OF EXPERIENCE OF CONTRACTS MANAGER, SITE AGENT, GENERAL FOREMAN &amp; SAFETY OFFICER.</b> |
|----------------------------------------------------------------------------------------------------------|

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and General Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

| CONTRACTS MANAGER   |                       |               |               |                |
|---------------------|-----------------------|---------------|---------------|----------------|
| NAME                |                       |               |               | NQF LEVEL      |
| Contract and Client | Nature of Work        | Position Held | Value of Work | Year Completed |
|                     |                       |               |               |                |
|                     |                       |               |               |                |
| SITE AGENT          |                       |               |               |                |
| NAME                |                       |               |               | NQF LEVEL      |
| Contract and Client | Nature of Work        | Position Held | Value of Work | Year Completed |
|                     |                       |               |               |                |
|                     |                       |               |               |                |
| GENERAL FOREMAN     |                       |               |               |                |
| NAME                |                       |               |               | NQF LEVEL      |
| Contract and Client | Nature of Work        | Position Held | Value of Work | Year Completed |
|                     |                       |               |               |                |
|                     |                       |               |               |                |
|                     | <b>SAFETY OFFICER</b> |               |               |                |

| NAME                |                |                  |                  | NQF<br>LEVEL          |
|---------------------|----------------|------------------|------------------|-----------------------|
| Contract and Client | Nature of Work | Position<br>Held | Value of<br>Work | Year<br>Comple<br>ted |
|                     |                |                  |                  |                       |
|                     |                |                  |                  |                       |

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

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

### A9. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

**Address of enterprise .....**

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number /Close corporation number .....

Tax reference number .....

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

Indicate by marking the relevant boxes with a **X**, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation

participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

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

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

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                                                                           |                                                                               | current                                     | Within last 12 months |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |

\*insert separate page if necessary

#### **Section 7: Record of spouses, children and parents in the service of the state**

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

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

|                          |                                                                                 |
|--------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> | a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> | an employee of Parliament or a provincial legislature                           |

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

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

*\*insert separate page if necessary*

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

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A10. ALTERATIONS / AMENDMENTS BY TENDERER

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

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

| PAGE/ITEM | CLAUSE/DESCRIPTION |
|-----------|--------------------|
|           |                    |
|           |                    |
|           |                    |
|           |                    |
|           |                    |
|           |                    |
|           |                    |
|           |                    |
|           |                    |
|           |                    |

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

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

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A11. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

#### A. LABOUR

Normal Working Time:

|   |           |         |          |        |           |
|---|-----------|---------|----------|--------|-----------|
| 1 | Labourers | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |
| 2 | Gangers   | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |
| 3 | Tradesmen | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |
| 4 | Other     |         |          |        |           |
|   | (a) ..... | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |

Overtime

|   |           |         |          |        |           |
|---|-----------|---------|----------|--------|-----------|
| 1 | Labourers | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |
| 2 | Gangers   | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |
| 3 | Tradesmen | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |
| 4 | Other     |         |          |        |           |
|   | (a) ..... | R ..... | per hour | .....% | "On-Cost" |
|   |           |         | plus     |        |           |

#### B. MATERIAL

The Tenderer shall state here the percentage "On-costs" that should be added to the nett cost of materials:

.....%

**SIGNED BY/ON BEHALF OF TENDERER:**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A12. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

| No. | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |
| 11. |      |                  |

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

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

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A13. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? .....R

What is the estimated turnover for your current financial year? .....R

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

| Description | Address | Area (m <sup>2</sup> ) |
|-------------|---------|------------------------|
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |

List your current contracts and obligations:

| Description | Value (R) | Start date | Duration | Expected completed date |
|-------------|-----------|------------|----------|-------------------------|
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes

☐

No

☐

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

**NEWCASTLE MUNICIPALITY**

**Tender number: A043 - 2023/24**

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**A14. JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces.
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name.....
- b) Postal address.....  
.....  
.....
- c) Physical address .....  
.....  
.....
- d) Telephone .....
- e) Fax.....  
.....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)**..... Name of Firm

Postal Address.....

Physical Address .....

Telephone .....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**2.2(a)**..... Name of Firm

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)**..... Name of Firm

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.2(a)**..... Name of Firm

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a)**..... Name of Firm

Postal Address.....

Physical Address .....

Telephone .....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of : \*

i) Profit and loss sharing .....

ii) Initial capital contribution in Rands .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands.....

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

|    | NON-AFFIRMABLE JOINT VENTURE PARTNERS | PARTNER NAME |
|----|---------------------------------------|--------------|
| a) |                                       |              |
| b) |                                       |              |
| c) |                                       |              |
| d) |                                       |              |
| e) |                                       |              |

|    | AFFIRMABLE JOINT VENTURE PARTNERS | PARTNER NAME |
|----|-----------------------------------|--------------|
| a) |                                   |              |
| b) |                                   |              |
| c) |                                   |              |
| d) |                                   |              |
| e) |                                   |              |

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

.....

.....

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

c) Signing, co-signing and/or collateralising of loans

.....

- .....
- d) Acquisition of lines of credit
- .....
- .....
- .....
- e) Acquisition of performance bonds
- .....
- .....
- .....
- f) Negotiating and signing labour agreements
- .....
- .....
- .....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**  
(Fill in the name and firm of the responsible person).

- a) Supervision of field operations
- .....
- b) Major purchasing
- .....
- c) Estimating
- .....
- d) Technical management
- .....

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- a) Identify the "managing partner", if any,
- .....
- .....

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

- c) Describe the management structure for the Joint Venture's work under the contract

| MANAGEMENT FUNCTION / DESIGNATION | NAME | PARTNER* |
|-----------------------------------|------|----------|
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

#### 10. **PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

| TRADE/FUNCTION/ DISCIPLINE | NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS | NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS |
|----------------------------|---------------------------------------------|-------------------------------------------------|
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |

- (Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).
- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.
    - (i) Number currently employed by Affirmable Joint Venture Partners  
.....
    - (ii) Number currently employed by the Joint Venture  
.....
  - c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture  
.....
  - d) Name of individual(s) who will be responsible for hiring Joint Venture employees  
.....  
.....
  - e) Name of partner who will be responsible for the preparation of Joint Venture payrolls  
.....  
.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

---

Signature.....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

---

Signature.....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

Signature.....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone.....

Date .....

---

(Continue as necessary)

**NEWCASTLE MUNICIPALITY**

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**A15. DETAILS OF ALTERNATIVE TENDERS SUBMITTED**

| DESCRIPTION |  |  |  |
|-------------|--|--|--|
|             |  |  |  |

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

**NEWCASTLE MUNICIPALITY**

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**A16. AMENDMENTS AND QUALIFICATIONS BY TENDERER**

| PAGE | DESCRIPTION |
|------|-------------|
|      |             |

**SIGNED BY/ON BEHALF OF TENDERER:**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A17. DECLARATION OF INTEREST (MBD 4)

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

|            |                                                                                      |  |
|------------|--------------------------------------------------------------------------------------|--|
| <b>3.1</b> | <b>Full Name of bidder/ Representative</b>                                           |  |
| <b>3.2</b> | <b>Identity Number</b>                                                               |  |
| <b>3.3</b> | <b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b> |  |
| <b>3.4</b> | <b>Company Registration Number</b>                                                   |  |
| <b>3.5</b> | <b>Tax Reference Number</b>                                                          |  |
| <b>3.6</b> | <b>Vat Registration Number</b>                                                       |  |

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

|              |                                                        |            |           |
|--------------|--------------------------------------------------------|------------|-----------|
| <b>3.8</b>   | <b>Are you presently in the service of the state*?</b> | <b>Yes</b> | <b>No</b> |
| <b>3.8.1</b> | <b>If yes, furnish particulars.</b>                    |            |           |

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

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

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

|        |                                                                                                                                                                                                  |     |    |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
|        |                                                                                                                                                                                                  |     |    |
| 3.9    | Have you been in the service of the state for the past twelve months                                                                                                                             | Yes | No |
| 3.9.1  | If yes, furnish particulars.                                                                                                                                                                     |     |    |
|        |                                                                                                                                                                                                  |     |    |
| 3.10   | Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?                      | Yes | No |
| 3.10.1 | If yes, furnish particulars.                                                                                                                                                                     |     |    |
|        |                                                                                                                                                                                                  |     |    |
| 3.11   | Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | Yes | No |
| 3.11.1 | If yes, furnish particulars.                                                                                                                                                                     |     |    |
|        |                                                                                                                                                                                                  |     |    |
| 3.12   | Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?                                                                                    | Yes | No |
| 3.12.1 | If yes, furnish particulars.                                                                                                                                                                     |     |    |
|        |                                                                                                                                                                                                  |     |    |
| 3.13   | Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?                                                            | Yes | No |
| 3.13.1 | If yes, furnish particulars.                                                                                                                                                                     |     |    |

|        |                                                                                                                                                                                                                            |     |    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
|        |                                                                                                                                                                                                                            |     |    |
| 3.14   | Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. | Yes | No |
| 3.14.1 | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |

4. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A18. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions 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 tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes                      | No                       |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4.1   | <p>Is the Tenderer 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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |                          |
| 4.2   | <p>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |

| Item  | Question                                                                                                                                                                             | Yes                      | No                       |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4.2.1 | If so, furnish particulars:                                                                                                                                                          |                          |                          |
| 4.3   | Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                          |                          |                          |
| 4.4   | Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                          |                          |                          |

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### **A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)**

1. This Standard Tender Document must form part of all tenders<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).<sup>2</sup> Collusive tendering is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

**<sup>2</sup> Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.**

**MBD 9**

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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 Tenderer)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer.
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer.
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether affiliated with the Tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation.
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive tendering.
7. 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 tender.
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

A20. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

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

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

|     |  |
|-----|--|
| YES |  |
| NO  |  |

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

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

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

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

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

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

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

.....

.....

.....

.....

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

(Tick)

|     |  |
|-----|--|
| YES |  |
| NO  |  |

SIGNED BY/ON BEHALF OF TENDERER:

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

#### A21. GENERAL INFORMATION (PROCUREMENT)

1. Name of tendering entity: .....

2. Contact details:

Contact name and number: .....

Address of tendering entity: .....

Postal code: .....

Tel no: ( ) ..... Fax no: ( ) .....

E-mail address: .....

3. Legal entity: Mark with an X.

|                   |  |
|-------------------|--|
| Sole proprietor   |  |
| Partnership       |  |
| Close corporation |  |
| Company (Pty) Ltd |  |
| Joint venture     |  |

In the case of a Joint venture, provide details on joint venture members:

| Joint venture member | Type of entity (as defined above) |
|----------------------|-----------------------------------|
|                      |                                   |
|                      |                                   |
|                      |                                   |
|                      |                                   |

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

.....

.....

5. VAT registration number **(COMPULSORY)**:  
(In the case of a joint venture, provide for all joint venture members)

.....

.....

6. Company or closed corporation registration number **(COMPULSORY)**:  
(In the case of a joint venture, provide for all joint venture members)

.....

.....

7. Construction Industry Development Board (CIDB) registration number **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

.....

.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members **(COMPULSORY)**

(In the case of a joint venture, provide for all joint venture members)

**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE “NOTICE TO TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS”)**

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

**SIGNED BY/ON BEHALF OF TENDERER:**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

(In the event of a joint venture, to be completed by all joint venture partners)

| <i>Name and Surname</i> | <i>Identity Number</i> | <i>Relevant qualifications and experience</i> | <b>Years of relevant experience</b> |
|-------------------------|------------------------|-----------------------------------------------|-------------------------------------|
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |
|                         |                        |                                               |                                     |

1. **SMME Status**

Provide details on the following

|                                                                             |  |
|-----------------------------------------------------------------------------|--|
| Sector/Sub-Sector in accordance with the Standard Industrial Classification |  |
| Total Full-time Equivalent of paid Employees                                |  |
| Total Annual Turnover                                                       |  |
| Total Gross Asset Value                                                     |  |
| Size or Class (Medium, Small, Very Small, Micro)                            |  |

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

**SIGNED BY/ON BEHALF OF TENDERER:**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

### A22. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### 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).

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

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3. The maximum points for this bid are allocated as follows:

|                                                                                                       |              | POINTS     |            |
|-------------------------------------------------------------------------------------------------------|--------------|------------|------------|
| 1                                                                                                     | <b>Price</b> | <b>80</b>  | <b>90</b>  |
| <b>Specific Contract Participation Goals</b>                                                          |              | <b>20</b>  | <b>10</b>  |
| <b>2.1 Historically Disadvantaged Individuals</b>                                                     |              | <b>16</b>  | <b>8</b>   |
| 2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people) | 8 / 4        |            |            |
| 2.1.2 Who is female                                                                                   | 4 / 1        |            |            |
| 2.1.3 Who has a disability and / or Youth                                                             | 2 / 1        |            |            |
| 2.1.4 Who is Youth                                                                                    | 2 / 1        |            |            |
|                                                                                                       |              |            |            |
| <b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>                         |              | <b>4</b>   | <b>2</b>   |
| 2.2.1 Business operations within Amajuba District – rural development initiatives                     | 4 / 2        |            |            |
|                                                                                                       |              |            |            |
| <b>Total points for Price and HDI principles must not exceed</b>                                      |              | <b>100</b> | <b>100</b> |

**To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.**

1.4 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender                                                                                                 | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Category 1: Ownership -Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 &amp; 1993 Constitution</b> |                                                                                      | <b>16</b>                                                                            |                                                                              |                                                                              |
| ➤ Race                                                                                                                                                      |                                                                                      | 8                                                                                    |                                                                              |                                                                              |
| ➤ Female                                                                                                                                                    |                                                                                      | 4                                                                                    |                                                                              |                                                                              |
| ➤ Disability                                                                                                                                                |                                                                                      | 2                                                                                    |                                                                              |                                                                              |
| ➤ Youth                                                                                                                                                     |                                                                                      | 2                                                                                    |                                                                              |                                                                              |
|                                                                                                                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
| <b>Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)</b>                                          |                                                                                      | <b>4</b>                                                                             |                                                                              |                                                                              |
| ➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)                                                                         |                                                                                      | 4                                                                                    |                                                                              |                                                                              |
| <b>TOTAL</b>                                                                                                                                                |                                                                                      | <b>20</b>                                                                            |                                                                              |                                                                              |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- Y Partnership/Joint Venture / Consortium

- Y One-person business/sole propriety
  - Y Close corporation
  - Y Public Company
  - Y Personal Liability Company
  - Y (Pty) Limited
  - Y Non-Profit Company
  - Y State Owned Company
- [TICK APPLICABLE BOX]

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

A023. TENDERER’S FINANCIAL STANDING

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

**Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as “invalid”.**

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

A024. SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my/our proposed socio-economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub-contracting, skilled and semi-skilled labour employment, procurement of local labour and material, employment of woman, youth and disabled, etc

Notes:

- a) The developer has commitment to utilising the local community resources and labour, and as such preference will be shown to bidder's who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.  
  
The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

Failure to do so will lead to your tender being disqualified.

SIGNED BY/ON BEHALF OF TENDERER:

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

## NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

### A025. DECLARATION FOR MUNICIPAL ACCOUNTS

#### MUST BE COMPLETED FOR THIS BID

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

| Physical Business Address(es) of the Tenderer | Municipality | Municipal Account Number |
|-----------------------------------------------|--------------|--------------------------|
|                                               |              |                          |
|                                               |              |                          |
|                                               |              |                          |
|                                               |              |                          |

**NB:** If insufficient space above, please submit on a separate page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

| Reason                                                                              | Tick | Portfolio of evidence                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bidding entities who rent premises from a landlord                                  |      | Signed copy of the lease agreement together with account statement or a letter from the landlord stating that no levies are in arrears.                                                                                                                               |
| Bidding entities who operate from a property owned by a director / member / partner |      | Municipal account statement/s of a director / member / partner.                                                                                                                                                                                                       |
| Bidding entities who operate from farms / informal settlements                      |      | An original letter from their Induna confirming the location of business operations. /<br>An original signed ward councillor letter confirming the location of business operations.<br>The letter should not be older than 3 months from the closing date of the bid. |
| Bidding entities who operate from somebody else's property                          |      | Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.                                              |

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print) .....

Authorised Signature: .....

As witness: 1. ....

2. ....

NEWCASTLE MUNICIPALITY

Tender number: A043 - 2023/24

SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.

CIDB CONTRACTOR REGISTRATION CERTIFICATE

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

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY/ON BEHALF OF TENDERER:

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

**NEWCASTLE MUNICIPALITY**

Tender number: A043 - 2023/24

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

|                             |
|-----------------------------|
| <b>TAX COMPLIANT STATUS</b> |
|-----------------------------|

Attach hereto Registration summary report by Central Supplier Database.

Each party to a Consortium/Joint Venture shall submit a separate Registration summary report by Central Supplier Database, or proof that he or she has made the necessary arrangements with SARS.

**SIGNED BY/ON BEHALF OF TENDERER:**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

# NEWCASTLE MUNICIPALITY



## VOLUME 1

### PART 1: AGREEMENT AND CONTRACT DATA

TABLE OF CONTENTS

|        |                                          |
|--------|------------------------------------------|
|        |                                          |
| C1.1   | Form of Offer and Acceptance (Agreement) |
| C1.1.1 | Form of Offer                            |
| C1.1.2 | Form of Acceptance                       |
| C1.1.3 | Schedule of Deviations                   |
| C1.2   | Contract Data                            |
| C1.2.1 | Part 1: Data Provided by the Employer    |
| C1.2.2 | Part 2: Data Provided by the Contractor  |

C1.1 FORM OF OFFER AND ACCEPTANCE

C.1.1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of sectional patching and repair work and ancillary work to Newcastle Municipality as and when required for a period of 36 months.

BID NO: A043 – 2023/24

The tenderer, identified in the offer signature block, 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 the tender.

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

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) IS;

.....  
..... (in words)  
(R ..... in figures)

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

|                  |  |      |  |
|------------------|--|------|--|
| Signature        |  | Date |  |
| Name             |  |      |  |
| Capacity         |  |      |  |
| Name of Tenderer |  |      |  |

Name and  
Signature of

Witness ..... Date .....

### **C1.1.2: FORM OF ACCEPTANCE**

#### **ACCEPTANCE** (to be completed by the Employer)

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

The terms of the contract, are contained in:

- Part C1 Agreements and tender document, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site Information

and any drawings and documents or parts thereof, which may be incorporated by reference above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum 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 signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to 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 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 OFFICIAL USE ONLY**

|                           |                        |                         |  |
|---------------------------|------------------------|-------------------------|--|
| <b>Name</b>               |                        | <b>Signature</b>        |  |
| <b>Date</b>               |                        |                         |  |
| <b>Capacity(tick one)</b> | Municipal Manager      | Chief Financial Officer |  |
| <b>For the Employer</b>   | Newcastle Municipality |                         |  |
| <b>Name of Witness</b>    |                        | <b>Signature</b>        |  |

C1.1.3: SCHEDULE OF DEVIATIONS

Notes:

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

1.

Subject:

Details:

2.

Subject:

Details:

3.

Subject:

Details:

4.

Subject:

Details:

By the duly authorized representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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, 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:**

**For the Employer:**

..... **Signature** .....

..... **Name** .....

..... **Capacity** .....

**Name and address of organisation:**

**Name and address of organisation:**

.....

.....

.....

.....

.....

.....

..... **Witness signature** .....

..... **Witness name** .....

..... **Date** .....

# NEWCASTLE MUNICIPALITY



## VOLUME 1

## PART 2: PRICING DATA

TABLE OF CONTENTS

|      |                      |
|------|----------------------|
| C2   | Pricing Data         |
| C2.1 | Pricing Instructions |
| C2.2 | Bill of Quantities   |

## **C2 PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

---

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

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- c) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- i) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :

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

- j) For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Quantity : The number of units of work for each item.

Rate : The agreed payment per unit of measurement.

Amount : The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

- k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.

- l) The Bill of Quantities shall be completed by hand in **BLACK PEN INK.**

- m) All rates are to be inclusive of **VAT.**

**NEWCASTLE MUNICIPALITY  
BILL OF QUANTITIES  
PART ONE**

**SCHEDULE OF QUANTITIES AND PRICES - SECTIONAL PATCHING AND REPAIR WORKS**

| ITEM NO. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                              | UNIT           | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|----------------------------|----------------------------|----------------------------|
| 1        | Day Works: Labour                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |     |                            |                            |                            |
|          | Unskilled                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Hr             | 1   |                            |                            |                            |
|          | Semiskilled                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Hr             | 1   |                            |                            |                            |
| 2        | PATCH TYPE 1: SURFACE FAILURE: WEARING COURSE FAILURE FOR PATCH (40mm THICK)<br>Saw cutting/Hack up and remove existing premix surface to a depth of approximately 40mm, scarify and compact to a density of 98% MOD AASHTO, remove all loose material and dust by means of sweeping and prepare surface to receive tack coat 1 l/m <sup>2</sup> of 60% Anionic Bitumen emulsion and the void in the patch to be filled with continuously graded asphalt wearing course. |                |     |                            |                            |                            |
|          | a) Patch size 0 to 100m <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                     | m <sup>2</sup> | 1   |                            |                            |                            |

|          | b) Patch size 100m <sup>2</sup> and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | m <sup>2</sup> | 1   |                            |                            |                            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|----------------------------|----------------------------|----------------------------|
| ITEM NO. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | UNIT           | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
| 3        | PATCH TYPE 2: BASE FAILURE (200mm THICK)<br>Hack up and remove existing premix surface including excavation of base course to an overall depth of approximately 200mm, scarify and compact to a density of 98% MOD AASHTO, remove all loose material and dust by means of sweeping and prepare surface to receive new G2 material obtained from a commercial source stabilized with 2% cement and compacted in layers not exceeding 100mm thick to a density of 98% MOD AASHTO 40mm below the existing road surface to receive new tack coat of 1 l/m <sup>2</sup> of 60% Anionic Bitumen emulsion and the void in the patch to be filled with continuously graded asphalt wearing course. |                |     |                            |                            |                            |
|          | a) Patch size 0 to 100m <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1   |                            |                            |                            |
|          | b) Patch size 100m <sup>2</sup> and above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | m <sup>2</sup> | 1   |                            |                            |                            |

| ITEM NO. | DESCRIPTION                                                                                                                                                           | UNIT           | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|----------------------------|----------------------------|----------------------------|
| 4        | CATEGORY 1<br>Saw cutting/Cut and remove existing asphalt 30mm or 40mm.                                                                                               |                |     |                            |                            |                            |
|          | a) Prime coat and overlay 30mm asphalt.                                                                                                                               | m <sup>2</sup> | 1   |                            |                            |                            |
|          | b) Prime coat and overlay 40mm asphalt.                                                                                                                               | m <sup>2</sup> | 1   |                            |                            |                            |
| 2        | CATEGORY 2<br>Saw cutting/Remove existing asphalt.<br>Excavate 200mm deep into underlying layers.<br>Import G2 material and compact including testing.<br>Prime coat. |                |     |                            |                            |                            |
|          | a) Lay 30mm asphalt.                                                                                                                                                  | m <sup>2</sup> | 1   |                            |                            |                            |
|          | b) Lay 30mm asphalt.                                                                                                                                                  | m <sup>2</sup> | 1   |                            |                            |                            |

| ITEM NO. | DESCRIPTION                                                                                                                                                                                                                | UNIT           | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|----------------------------|----------------------------|----------------------------|
| 3        | CATEGORY 3<br>Saw cutting/Cut and remove existing asphalt<br>Excavate 400mm deep into underlying layers.<br>Import G2 material and compact including testing.<br>Compact in 100mm layers including testing.<br>Prime coat. |                |     |                            |                            |                            |
|          | a) Lay 30mm asphalt.                                                                                                                                                                                                       | m <sup>2</sup> | 1   |                            |                            |                            |
|          | b) Lay 30mm asphalt.                                                                                                                                                                                                       | m <sup>2</sup> | 1   |                            |                            |                            |
| 3        | CATEGORY 4<br>Recycling of existing material 200mm in depth with 5% cement.                                                                                                                                                |                |     |                            |                            |                            |
|          | a) Compact and lay 30mm asphalt.                                                                                                                                                                                           | m <sup>2</sup> | 1   |                            |                            |                            |

|  |                                  |                |   |  |
|--|----------------------------------|----------------|---|--|
|  | b) Compact and lay 40mm asphalt. | m <sup>2</sup> | 1 |  |
|--|----------------------------------|----------------|---|--|

**NEWCASTLE MUNICIPALITY  
BILL OF QUANTITIES  
PART TWO  
SCHEDULE OF QUANTITIES AND PRICES - SUPPLY AND LAY ASPHALT WORKS**

| ITEM NO. | DESCRIPTION                                                                                                             | UNIT           | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
|----------|-------------------------------------------------------------------------------------------------------------------------|----------------|-----|----------------------------|----------------------------|----------------------------|
| 1        | SUPPLY AND LAY ASPHALT WORKS                                                                                            |                |     |                            |                            |                            |
| 1.1      | Prime coat - MC30 prime at nominal rate of 0.7/m <sup>2</sup>                                                           | m <sup>2</sup> | 1   |                            |                            |                            |
| 1.2      | Tack coat - 60% anionic stable grade emulsion at a nominal rate of 0.5l/m <sup>2</sup>                                  | m <sup>2</sup> | 1   |                            |                            |                            |
| 2        | Asphalt wearing course - supply, placing and compaction of medium graded asphalt (at a nominal bitumen content of 5.5%. |                |     |                            |                            |                            |

|     |            |                |   |  |
|-----|------------|----------------|---|--|
| 2.1 | 30mm thick | m <sup>2</sup> | 1 |  |
| 2.2 | 40mm thick | m <sup>2</sup> | 1 |  |

### SCHEDULE OF QUANTITIES AND PRICES - MILLING OF ASPHALT AND ANCILLARY WORKS

| ITEM NO. | DESCRIPTION                                               | UNIT           | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
|----------|-----------------------------------------------------------|----------------|-----|----------------------------|----------------------------|----------------------------|
| 1        | MILLING OF ASPHALT AND ANCILLARY WORKS                    |                |     |                            |                            |                            |
| 1.1      | milling of material - include load and haul to stockpile. | m <sup>2</sup> | 1   |                            |                            |                            |
| 1.2      | From 0mm up to 30mm.                                      | m <sup>3</sup> | 1   |                            |                            |                            |
| 1.3      | From 0mm up to 40mm.                                      | m <sup>3</sup> | 1   |                            |                            |                            |
| 1.4      | Maximum depth of 150mm.                                   | m <sup>3</sup> | 1   |                            |                            |                            |

|     |                                                                                                                         |                |   |  |
|-----|-------------------------------------------------------------------------------------------------------------------------|----------------|---|--|
| 1.5 | Supply and construct 150mm thick base layer with G2 graded crushed rock from commercial source compacted to 85% of ARD. | m <sup>3</sup> | 1 |  |
| 1.6 | Supply and construct G5 gravel sub-base from borrow pit compacted of 95% MOD AASHTO (150mm thick layer).                | m <sup>3</sup> | 1 |  |

**NEWCASTLE MUNICIPALITY  
BILL OF QUANTITIES  
PART THREE**

**LIFTING OF HEAVY-DUTY MANHOLES LEVEL TO TARMAc AS AND WHEN REQUIRED**

| ITEM NO. | DESCRIPTION                                                                                                                           | UNIT | QTY | RATES INCLUDING VAT YEAR 1 | RATES INCLUDING VAT YEAR 2 | RATES INCLUDING VAT YEAR 3 |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------------------------|----------------------------|----------------------------|
| 1        | The contractor to price for lifting one heavy duty manhole level to tarmac, including all labour, material, machinery, and equipment. | No.  | 1   |                            |                            |                            |

The above tender price includes  
Supply of sand and quick drying cement for brush and concrete work.  
Road signs and traffic control.  
Administration.  
Transport.  
Cleaning

**BID NO.: A043 – 2023/24**

**SECTION 1**

**ANNEXURE "A" TO THE SPECIFICATIONS**

**PROPOSED ALTERATIONS TO THE SPECIFICATIONS ETC.**

| CLAUSE NO. | ALTERATIONS OR ADDITIONS |
|------------|--------------------------|
|            |                          |

SIGNATURE OF BIDDER : .....

FIRM : .....

DATE:.....

# **NEWCASTLE MUNICIPALITY**



## **VOLUME 1**

## **CONTRACT**

## **PART 3:**

## **SCOPE OF WORK**

## **PART T3: SCOPE OF WORKS**

### **SCOPE OF THE WORK**

#### **SECTION 1**

#### **- SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK AS AND WHEN REQUIRED**

##### **1.1 GENERAL**

##### **1.1.1 Extent of Contract**

This Contract comprises the following:

Part one: Supply and lay asphalt work

Part two: Sectional patching and repair work- Schedule of quantities and prices

Part two (1) Milling of asphalt and ancillary work

Part three: Scope of works: Cold stockpile mix and Hot premix

Part four: Lifting of heavy duty manholes level to tarmac as and when required

##### **1.1.2 Validity**

The Contract prices are to be valid from (3 year contract)

**THE MUNICIPALITY MAY OBTAIN MORE THAN ONE CONTRACTOR.**

##### **1.1.3 Clause**

**The Municipality may obtain more than one contractor.**

**The local contractors may be given first preference.**

##### **1.1.4 Site of Works**

The roads or portions thereof to be surfaced are all situated within the Municipal area and these roads will be indicated to the Contractor when they are available for surfacing.

##### **1.1.5 Work to be carried out as and when required**

It is not possible for the Strategic Executive Director: Technical Services (Civil) to guarantee that comparatively large sections will be made available for surfacing at any one time. The purpose of this tender is to allow for small or larger schemes to be surfaced as soon as they are ready.

Provision has been made on the Schedule of Rates for work of different capacities. When more than one road is available for surfacing at any one time, the rates used for payment will be based on the total area and not on separate areas.

#### **1.1.6 Works Area**

The Contractor shall be responsible for making his own arrangements, at his expense, for providing a suitable site for his plant and storage of materials and must keep the area tidy and nuisance free to the satisfaction of the Engineer.

#### **1.1.7 Measurements and Payment**

This contract is a schedule and not a lump sum contract. All materials will be measured and paid for at the rate set forth by the bidder in the Schedule of Rates. Payment will normally be made within 30 days of the Contractor submitting his claim.

#### **1.1.18 Escalations (current indices)**

### **1.2 DELIVERY**

#### **1.2.1 Instruction letter**

No materials are to be delivered and no work is to commence until the Contractor has been given an official Municipal instruction letter and each letter will only cover the work to be done on the roads or portion of roads mentioned therein.

#### **1.2.2 Time of Delivery**

The bidder shall state the minimum time required to deliver materials, or where applicable to commence work after receipt of an official Municipal order.

### **1.3 DEVIATIONS AND CONTROL OF TRAFFIC**

The Contractor shall be responsible and his bid prices must include for all traffic signs, barricades, deviations, control of traffic and maintenance of access to properties required for the execution of the work.

### **1.4 DEFECTIVE WORK**

Defective work is classed as all work which does not meet the specifications when tested from the materials laid on the road or any surfacing which shows signs of lifting, sliding, bleeding and all work in paving which exceeds the maximum tolerance laid down.

### **1.5 ALTERATIONS**

The Engineer may at his own discretion alter the actual percentage binder in the premix. In such a case compensation will be made as an extra payment or a refund.

Under no circumstances may the Contractor alter the binder content without the authority of the Engineer.

### **1.6 TERMINATION OF CONTRACT**

In the event of the Contractor not complying with the conditions of this contract, the Municipality reserves the right to cancel the contract or any part thereof.

**1.7 ALTERATIONS BY BIDDER**

Should the bidder wish to make any alterations or additions to the specification, or to any part of these contract documents, specific mention thereof must be made when bidding on Annexure "A" (Page (2) 28). No alterations shall be considered unless so noted.

**1.8 PLANT AVAILABLE FOR USE ON WORKS**

Bidders are required to complete Annexure "B" (Page (2) 29) - "Plant available for use on works", giving a complete list of major items of plant and equipment which they have immediately available and which they will acquire for use on this contract.

**1.9 EVIDENCE OF EXPERIENCE**

Bidders are required to give satisfactory evidence that they have actual experience in the class of work for which they have tendered and must complete Annexure "C"

**1.10 INSURANCES**

The successful bidder or bidders must provide all insurances and indemnify the Municipality from all claims from any source whatsoever arising as a result of his or their work.

**1.11 MAINTENANCE AND RETENTION**

Except in the case of stockpile premix, a 10% retention on all work done will be held back for a 6 (six) month maintenance period, starting from the date on which each section of surfacing or resurfacing was completed.

Maintenance shall mean the replacement or correction at the Contractor's expense of all bituminous surfacing or resurfacing which does not conform to the Specification and/or any defective work as described in Clause 2.4.

**1.12 PRICE VARIATIONS**

The bid prices are to remain firm for the contract period, however, the Municipality will pay all statutory increases, subject to the Contractor proving to the Strategic Executive Director: Technical Services' (Civil) satisfaction that it has affected his rates. The bidder must complete the list of prices for labour and materials current at the time of bidding (date). Rise and fall must be excluded from the total cost when calculating escalations.

**1.13 PLANT AND EQUIPMENT**

**113.1 General**

All plant and equipment used on the works shall be of adequate rated capacity, in good working condition and shall be operated by experienced operators. Obsolete or worn-out plant will not be allowed on the work.

### **Consequences**

All plant and equipment which will be used on the road during paving operations shall be free of any binder, fuel or oil leaks and no refuelling or servicing of any equipment will be allowed to take place while such equipment is on the road.

#### **1.13.2 Mixing Plant**

The equipment shall include a means of accurately weighing the aggregate and filter in a weighbox or hopper, suspended on scales, with sufficient capacity to hold a full batch.

The aggregate feeder, screens, drier and storage bins shall be of adequate capacity and design to supply materials at the required temperature and of the specified grading to the mixer.

All thermometric equipment should be clearly visible to the plant operator. At no time shall the mixing temperature exceed 163°C.

Tanks for the storage of binder shall be capable of heating the material under effective and positive control at all times.

Satisfactory means shall be provided for measuring the proper amount of binder required and for maintaining the specified temperature of the binder in the pipe-lines, spray bars and other containers of flow lines.

The plant shall be of either an approved mechanical batchmixer or an approved drum mixing type. The mixing plant may be either automatically or manually controlled, but in the latter case at least two control operators shall be provided.

#### **1.13.3 Paver**

The mixture shall be laid by an approved type of self-propelled mechanical spreader and finisher capable of laying to the required widths, thickness, profile, camber or crossfall without causing segregation, dragging or other surface defects.

Pavers shall be provided with a screed capable of striking off the mixture at the required level over the full width being laid without tearing, dragging or gouging. The screed shall be adjustable to the required width and thickness and shall be provided with a suitable heating system.

All pavers shall be fitted with automatic electronic screed controls to maintain the required levels, cambers and cross falls. Where skids are used they shall be at least 9m long. The paver shall be capable of travelling at speeds consistent with all outputs of the mixing plant and must be able to lay the mixture to widths of 1,2m to 4,0m in increments of 150mm or less and to the thickness of 15mm and upwards.

#### **1.13.4 Pre-coated Chip Spreader**

A mechanical spreader shall be used for spreading the pre-coated chips. The spreader must be self-propelled, be capable of straddling the full paved width and be able to follow immediately behind the paver. The spreader drum shall be suited to the size of aggregate used for pre-coated chips.

#### **1.13.5 Pre-coating Plant**

Pre coating of chips may be done in any suitable plant capable of uniformly coating the chips.

#### **1.13.6 Pressure Bitumen Distributor**

The bitumen distributor shall be truck mounted and have sufficient power to maintain uniform speeds for the proper application of tar and bitumen and the truck shall be provided with fire extinguishers.

The distributor shall have a valid certificate from any of the Provincial Administrations that it complies with the requirements for bitumen distributors.

#### **\*SPECIAL NOTE:**

The spray nozzles of the pressure bitumen distributor shall be clean and work effectively at all times as any defects could result in a request of a work stoppage if the quality of the work is not acceptable.

#### **1.13.7 Flat Steel Wheel Rollers**

Flat steel wheel rollers shall be self-propelled three-wheel or tandem rollers of between 9 and 11 tons. These rollers shall be in good working condition, free from back lash, faulty steering mechanism and worn parts. Rollers shall be equipped with adjustable scrapers to keep the rollers clean and with efficient means of keeping the wheels wet to prevent mixes from sticking to the rolls.

#### **1.13.8 Pneumatic-Tyred Rollers**

These shall be of the two-axled self-propelled type equipped with smooth tread pneumatic tyres of uniform size and diameters. The mass of the pneumatic rollers shall not be less than 9 tons.

The wheels of the roller shall be so spaced that one pass of the roller will provide one complete coverage equal to the rolling width of the machine and the roller shall be so constructed that the load distribution shall be uniform for all wheels. Tyre pressure of up to 620 kPa must be possible.

#### **2.13.9 Vibratory Rollers for Asphalt Base Course**

Suitable vibratory rollers, approved by the Engineer may be used for compaction of asphalt base course only.

#### **1.13.10 Watercart**

The watercart shall be truck mounted and the spraybar is to be pressure fed.

#### **1.13.11 Rotary Broom**

An approved rotary broom, complete with towing vehicle fitted with pneumatic tyres, shall be available at all times on the works.

#### **1.13.12 Transporting Vehicles**

Vehicles used for transporting asphalt materials shall be tight and clean and shall be provided with suitable covers for protecting the mixture when in transit or awaiting tipping. Sufficient vehicles shall be provided to ensure that the delivery of the asphalt materials is consistent with the output of the mixing plant and paver.

#### **1.13.13 Miscellaneous Equipment**

All the necessary equipment for handling and hauling of all materials required on the work shall be provided to ensure prompt and continuous supply of materials. The Contractor shall have available all the necessary ancillary equipment and hand tools to carry out the work efficiently.

### **1.14 TRIAL AREA FOR PREMIX SURFACING**

The Contractor shall lay a 50 square meter trial section (i.e. approx. 15 m x 3,3 m) on a section of the road. The mix design to be submitted to the Strategic Executive Director: Technical Services before commencement.

The standards for this trial area will be that called for in the Specification. If these standards are not met, no payment will be made for the material in the trial area.

After acceptance of the trial area, the surfacing finish texture and standards of all paving must conform to this area.

An arrangement must be made with the Manager: Roads, Stormwater and Buildings, regarding the date, time and site where the trials will be carried out.

### **1.15 MATERIALS**

#### **1.15.1 General**

The Contractor shall satisfy the Engineer during the whole course of the contract that the name, grade and analysis of the materials are as offered by him in his bid and accepted by the Municipality. The Engineer may from time to time require samples of the materials used for the purpose of testing.

### **1.16 PREPARATION OF BASE**

Prior to the application of prime or tack coat, the base or existing surface shall be cleaned of all dust, dirt, oil and any other material which will be deleterious to the new work. Where the edges of the existing road surface have been broken away by traffic, they shall be repaired to restore the surface. The edges so formed shall be true to line and level and parallel to the centre line of the road.

#### **1.17 APPLICATION OF PRIME**

After the base has been swept clean to the satisfaction of the Engineer, the prime may then be applied at the specified application rate whilst the base is damp, but not running wet.

The Contractor's prices for priming must include for the dusting of the primed surface where directed by the Engineer to permit access across the primed surface and for the removal of surplus dusting material when the surface has dried sufficiently and for any repairs if necessary to the primed surface prior to the application of the final surfacing.

Priming will only be necessary for newly constructed roads and not for resurfacing roads already surfaced.

#### **1.18 PROTECTION OF KERBS, CHANNELS ETC.**

Where kerbs, channels, manholes etc. are encountered they shall be protected from the spray applications by sticking plastic sheeting to the kerbs, channels, manholes etc. With suitable adhesives. Any kerbs, channels, manholes etc. which are dirtied or Otherwise damaged, shall be replaced or cleaned by the Contractor at his own expense.

#### **1.19 EXISTING SPEED HUMPS**

Existing speed humps are to be reinstated and a budget must be allowed for the implementation.

#### **1.20 LINE MARKINGS**

Contractor to reinstate line markings on all surfaced roads and to coat in the Bill of Quantities (cost/meter for line markings)

#### **1.21 WEATHER CONDITIONS**

The Municipality reserves the right to cancel or delay any order if weather and temperature conditions are not suitable. In such cases no compensation will be paid to the Contractor.

#### **1.22 PREMIX SURFACING**

##### **1.22.1 Prime Coat**

The primer shall be either a MC70, MC30, RTH 3/12/P or 85% Emulsion Prime. The nominal rate of application shall be 0,75\* $\ell$ /m<sup>2</sup> on a swept and damp surface. Minimum and maximum spraying temperatures for the different grades shall be complied with.

\* Nett Bitumen

##### **1.22.2 Tack Coat**

The bid prices for premix material shall include for a tack coat to be applied to the surface by means of a bitumen pressure distributor.  
The tack coat shall consist of a 65% Cationic Bituminous Emulsion, conforming to SANS 548 and shall be applied at a rate of 0,30  $\ell$ /m<sup>2</sup>, nett bitumen.

### **1.22.3 Transporting Premix**

The mixture shall be transported from the mixing plant to the site of work in tip trucks with metal bodies previously cleaned of all foreign materials. The loads shall be suitably covered with canvas or other material of sufficient size to protect the mixture from weather conditions. The inside surface of all vehicles used for hauling the mixture may be lightly lubricated with a thin vegetable oil or soap solution just before loading, but excess of lubricant will not be permitted. No oil or petroleum products may be used. No load shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight, or under the correct temperature conditions.

### **1.22.4 Placing of Premix**

The premix shall be placed as soon as it is delivered to the site on a clean surface. Hauling over newly laid surfaces not yet at atmospheric temperature will not be permitted.

Delivery of the mixture to the paver shall be at a uniform rate and in an amount well within the capacity of the paver and mixing plant, such that the paver is continuously on the move. If from any cause the deliveries of premix are not frequent enough to maintain continuous placing, then the machine shall be run at its slowest speed and traverse joints as hereinafter described, may be required by the Engineer if he considers that the placed premix has fallen too low in temperature to obtain a satisfactory bond.

The adjustment of the screed tamping bars, feed screws, hopper feed etc., shall be checked frequently to ensure uniform spreading of the mix. If segregation occurs, the spreading operations shall immediately be suspended until the cause is determined and corrected.

The premix shall be spread with due allowance for subsequent rolling to give a uniform compacted thickness which shall not be less than that specified for the layer being constructed and to achieve the correct line and levels. It shall be laid to the width as shown on the drawings or as instructed by the Engineer.

Spreading shall be so arranged that longitudinal joints do not coincide with joints in lower layers of asphalt base course or surface courses.

On restricted areas, inaccessible to the spreading equipment used, the mixture may be placed by hand or other means to obtain the specified results. Spreading shall be carried out in a manner which will avoid segregation and which will allow positive control of levels.

The use of rakes shall be limited and used only in approved cases and in a pre-agreed acceptable manner.

### **1.22.5 Joints**

All joints between adjacent sections of the work shall be made by cutting back the layer against which the material is to be placed. All loose and incompletely compacted material shall be removed. A cutting wheel shall be used for longitudinal joints.

Joints shall not be at right angles to the centre line and joints in the final layer of the surface course shall correspond with the lane markings.

Before a new layer is placed next to an existing layer, the cut edge of the existing layer shall be painted with a thin coat of bituminous emulsion diluted to 40% nett bitumen content.

Joints shall be neat and have the same texture and density as the remainder of the asphalt surface.

The outer edges of the completed asphalt shall be trimmed parallel to the centre line along the shoulder or channel to give a finished width as shown on the drawings or as directed by the Engineer.

Any fresh mixture spread accidentally onto existing work at a joint shall be carefully removed by brooming it back with stiff brooms onto the uncompacted work, so as to avoid the formation of irregularities at the joint.

#### **1.22.5.1 Finishing Joint at Channel**

The outer edges of the completed asphalt shall be trimmed parallel to the centre line along the shoulder or channel to give a finished width as shown on the drawings and the final work present a continuous neat line to the satisfaction of the Engineer.

#### **1.22.6 Surfacing**

Where the new surfacing is required to tie into the new road surface a feather edge joint will not be accepted. The Contractor must make allowance for cutting away and painting with a tack coat a joint of a minimum depth of 25 mm and a width of 200 mm over the length of the tie-in.

#### **1.22.7 Application of pre-coated chips**

Where directed by the engineer, pre-coated chips shall be laid on the asphalt at a rate of 0,0042 cubic metres per square metre when using 13,2 mm nominal size chips and 0,0055 cubic metres per square metre when using 19,0 mm nominal size chips or as adjusted by the engineer. The chips are to be laid with a mechanical spreader which straddles the paved width and follows immediately behind the paver.

The chips shall be spread to give a uniform texture and a uniform coverage. The tolerance in spread rate shall be  $\pm 10\%$ .

#### **1.22.8 Compaction**

Initial rolling using a smooth steel wheel roller shall commence as soon as the binder has attained sufficient viscosity for the mixture to bear the weight of the roller without undue displacement and as directed by the Engineer.

Back rolling using a pneumatic tyred roller shall commence as soon as possible after the initial rolling and be continued until the mixture has been compacted to at least 95% of the 75 Blow Marshall test density or to the satisfaction of the

Engineer. Final rolling shall be carried out by using a smooth steel wheeled roller to smooth out any tyre marks.

Rolling shall commence from the outside and proceed towards the crown of the road except on super-elevated curves or where the road has a straight cross fall, when rolling shall begin on the low side and progress to the higher side, uniformly lapping each preceding track, covering the entire surface. When compacting near any kerbs or gutters, care shall be exercised against damaging such kerbs or gutters and any damage to these shall be made good by the Contractor at his own expense and to the Engineer's satisfaction. The completed premix surface shall be within the tolerance of nought (0) to plus thirteen (13) millimetres with respect to the level of gutter or kerb.

When compacting asphalt surfaces with pre-coated chips, care shall be exercised to ensure that the pre-coated chips are not pushed below the surrounding surface but should be left slightly proud of the surrounding surface.

The finished surface shall present a smooth, solid and homogeneous surface, true to level and camber and free from any tear or cracks or any other irregularity. It shall be free from depressions or elevations and when a straight edge 4 m long is laid on the surface parallel to or at right angles to the centre line of the road, the surface shall nowhere vary from the lower edge of the straight edge by more than 7 millimetres.

No traffic shall be allowed onto the finished surface until it has cooled to atmospheric temperature.

#### **1.22.9 Payment for excess premix material**

No payment will be made for excess premix material laid where the rate of spread does not exceed the nominal rate by more than 10%.

In all cases where the Contractor, having examined the area to be surfaced, is of the opinion that more material will be required (in excess of 10%) due to the shape of the road, he will inform the Engineer prior to commencing work on that section. The actual quantity used for the section is to be recorded by means of daily returns and the excess material used (in excess of 10%) will be paid for measured loose at a rate per ton.

## PART A SUPPLY, DELIVERY AND APPLICATION OF PREMIXES

### 1.23 Description of Premixes

#### 1.23.1. Premix Requirements

The following premixes are required under this contract:

#### 1.23.1.1 Asphalt Mixes

##### Refer Table 2: TPA Mixes

Mix 1: 19,05 mm nominal gap graded Hot Rolled Asphalt 55% stone content (BSS 594)

Mix 2: 19,05 mm nominal gap graded Hot Rolled Asphalt 45% stone content (BSS 594)

Mix 3: 15,875 mm nominal gap graded Hot Rolled Asphalt 30% stone content (BSS 594)

Mix 4: (Black Base) 25,4 mm nominal continuously graded tar or bituminous base course

The grading envelopes and binder contents applicable to the mixes are as indicated in Table 1 overleaf:

#### (A) Retention Funds

A retention sum of 10% of any payment, shall be retained for the maintenance period of 6 (six) months as from the date on which the works has been certified as satisfactory completed (i.e. after the official successful final inspection). This retention shall only be paid at the expiration of the aforesaid 6 months maintenance period in the event that the work has been satisfactorily completed and all defects corrected in accordance with this contract.

#### (B) Retention Period

During the **6 (six) month** retention period the Contractor will be liable for any latent defects and all remedial work necessary shall be carried out by the Contractor at his own expense if the necessity therefore shall, in the opinion of the Strategic Executive Director: Technical Services (Civil), be due to the use of materials or workmanship not in accordance with this contract, or, to neglect or failure on the part of the Contractor to comply with any obligation under this contract.

If the Contractor shall fail, for 28 days after receipt of written notice from the Strategic Executive Director: Technical Services (Civil), to do any such remedial work required by the Strategic Executive Director: Technical Services (Civil), the Newcastle Municipality shall be entitled to carry out such work by other persons and/or Contractors and shall be entitled to recover from the Contractor the cost thereof.

1.21.1.2

**GRADING ENVELOPES**

Three types of premixes are specified. The mixtures must be prepared by heating the stone to a temperature of between 135°C and 163°C and utilizing 80/100 Pen. Bitumen which must be kept within the same temperature range as the stone. The grading envelopes and binder contents applicable to the mixes are as indicated in Table 2 below:

**TABLE 2: GRADING ENVELOPES AND BINDER CONTENTS**

|                                                           | SIEVE SIZE<br>(mm)                                              | MIX 1<br>26,5 MAX | MIX 2<br>COARSE<br>GRADED | MIX 3<br>MEDIUM<br>GRADED | MIX 4<br>FINE<br>GRADED |
|-----------------------------------------------------------|-----------------------------------------------------------------|-------------------|---------------------------|---------------------------|-------------------------|
| PERCENTAGE PASSING THROUGH SIEVE BY<br>MASS               | 26,500                                                          | 100               | 100                       | -                         | -                       |
|                                                           | 19,050                                                          | -                 | -                         | -                         | -                       |
|                                                           | 19,000                                                          | 85-95             | 85-100                    | -                         | -                       |
|                                                           | 13,200                                                          | 71-84             | 71-84                     | 100                       | -                       |
|                                                           | 12,700                                                          | -                 | -                         | -                         | -                       |
|                                                           | 9,700                                                           | -                 | -                         | -                         | -                       |
|                                                           | 9,500                                                           | 62-78             | 62-76                     | 82-100                    | 100                     |
|                                                           | 4,750                                                           | 42-60             | 42-60                     | 54-75                     | 64-88                   |
|                                                           | 2,380                                                           | -                 | -                         | -                         | -                       |
|                                                           | 2,360                                                           | 30-47             | 30-48                     | 35-50                     | 45-60                   |
|                                                           | 1,180                                                           | 21-37             | 22-38                     | 27-42                     | 35-54                   |
|                                                           | 0,600                                                           | 15-30             | 16-28                     | 18-32                     | 24-40                   |
|                                                           | 0,416                                                           | -                 | -                         | -                         | -                       |
|                                                           | 0,300                                                           | 11-24             | 12-20                     | 11-23                     | 16-28                   |
|                                                           | 0,150                                                           | 8-19              | 8-15                      | 7-16                      | 10-20                   |
|                                                           | 0,075                                                           | 5-12              | 4-10                      | 4-10                      | 4-12                    |
|                                                           | 0,074                                                           | -                 | -                         | -                         | -                       |
|                                                           | AGGREGATE                                                       | 94,5%             | 93,5%                     | 93,5%                     | 93,0%                   |
| NORMAL MIX<br>PROPORTIONS BY MASS<br>WHEN BITUMEN IS USED | BITUMEN<br>(GRADE<br>ACCORDING TO<br>PROJECT<br>SPECIFICATIONS) | 4,5%              | 5,5%                      | 5,5%                      | 6,0%                    |
|                                                           | ACTIVE FILLER                                                   | 1,0%              | 1,0%                      | 1,0%                      | 1,0%                    |
| BINDER                                                    |                                                                 | 35/50             | 50/70                     | 50/70                     | 50/70                   |

The variation in the bitumen content must not exceed 0,3%. Should the Engineer consider that the bitumen content does not exactly meet with the requirements, he may use his discretion to alter the specification in order to obtain a more satisfactory mixture. Premixed material must be delivered at a minimum temperature of 105°C.

### 1.21.2 Minimum Aggregate Requirements

The aggregate shall consist of approved natural dolerite only crush stone and shall be clean, hard and sound. The aggregate shall contain no harmful material such as loam, clay, salt, lime, organic matter or other deleterious substances.

Hardness: Samples of aggregate passing the 18mm sieve and retained on a 6 mm sieve, when subjected to the Aggregate Crushing Test, shall have a crushing value not exceeding 30.

Soundness: Samples of aggregate subjected to the Sodium Sulphate Weathering Test shall give a weighted loss not exceeding 12% after 5 cycles.

Flakiness: Coarse aggregate containing more than 15% of particles by weight with a maximum dimension more than 5 times the minimum dimension will be considered as excessively flaky.

If the grading is not satisfactory and the quantity of fines is inadequate, the Contractor shall add mineral filler in proportion to the mix within the following tolerances:

|                                   |        |
|-----------------------------------|--------|
| Aggregate passing No. 4 sieve     | : 6%   |
| Aggregate passing No. 40 sieve    | : 5%   |
| Aggregate passing No. 200 sieve   | : 0,4% |
| Temperature of mixing and placing | : 75°C |

The above-mentioned mineral filler required to correct the grading of the mixture, shall consist of stone dust, Natural filler or Portland Cement and shall conform to the following grading:

**TABLE 3: MINIMUM AGGREGATE REQUIREMENTS**

| SIEVE SIZE BSS NO.     | % PASSING BY WEIGHT |
|------------------------|---------------------|
| No. 25 : Not less than | 100                 |
| No. 85 : Not less than | 95                  |
| No.200 : Not less than | 65                  |

The filler shall be dry and free from lumps.

### 1.21.3 Premix Design

The Contractor must design, (in accordance with the Marshall Method) and submit trial mixes and briquettes for approval to the Engineer together with details of the actual aggregate fractions and binder contents used. In addition, the Contractor shall supply the following details for each mix.

- (1) Compacted density of mix (C.D.M.)
- (2) Voids in mix (V.I.M.)
- (3) Voids in mineral aggregate (V.M.A.)
- (4) Voids filled with bitumen (V.F.B.)

- (5) Stability
- (6) Flow

Each sample shall be at least 5 000 grams in weight.

Upon acceptance of any trial mix, the Contractor shall be bound to supply all subsequent job mixes in accordance thereto and within the following limits:

|                                 |        |
|---------------------------------|--------|
| 12,7 mm and larger sieve sizes  | ± 5%   |
| 9,5 mm to No. 52 sieve sizes    | ± 4%   |
| No. 100 and No. 200 sieve sizes | ± 2%   |
| Binder Content                  | ± 0,3% |

#### **Stability**

The minimum stability for the mixes shall be as follows:

Mix 1: 680 kg  
 Mix 2: 540 kg  
 Mix 3: 450 kg  
 Mix 4: 900 kg

In connection with the above, the bidder's attention is drawn to the following standards on which the sampling must be based.

- a. Probability sampling of materials - A.S.T.M. E105/58
- b. Choice of sample size - A.S.T.M. E122/58 and B.S.S. 598
- c. Sampling paving mixtures - A.S.T.M. 979/51

The assessing of variability from the accepted design mix may be based on the statistical method as suggested by Mathews and Hardmen.

#### **1.21.4 Bituminous binder**

Each type and grade of bituminous binder specified for use in these works shall conform to the requirements specified by the South African Bureau of Standards in publication "SANS 4001-BT1-2012 Standard Specification for Bituminous Road Binders" or revised edition of the above specification by the SANS.

The binders to be used in the manufacture of the premixes shall be as follows:

**Mixes 2, 3 and 4:** 50/70 penetration straight run bitumen  
**Mix 1** : 35/50 penetration straight run bitumen

**N.B.** - All bidders must complete the following data sheet:

**TABLE 4 - BITUMINOUS BINDER**

| Bitumen Data Sheet                                        |        |      |       |      |
|-----------------------------------------------------------|--------|------|-------|------|
| TESTS                                                     | Grades |      |       |      |
|                                                           | 35/50  |      | 50/70 |      |
|                                                           | MIN.   | MAX. | MIN.  | MAX. |
| Specific Gravity at 25°                                   |        |      |       |      |
| Penetration at 25°C/100 gms/5 sec.                        |        |      |       |      |
| Softening Point - R & B - °C                              |        |      |       |      |
| Ductility at 25°C – cms                                   |        |      |       |      |
| Loss on heating at 163°C                                  |        |      |       |      |
| 50 gms/5 hours - %                                        |        |      |       |      |
| Penetration of residue from loss on heating % of original |        |      |       |      |
| Bitumen content - %                                       |        |      |       |      |
| Bitumen soluble in Carbon Tetrachloride - %               |        |      |       |      |
| Spot Test using solvents :                                |        |      |       |      |
| 1. Naphtha                                                |        |      |       |      |
| 2. Naphtha Xylene                                         |        |      |       |      |
| 3. Heptane Xylene                                         |        |      |       |      |

#### 1.21.5 Temperatures

All mixing, placing, rolling and surfacing temperatures shall be in accordance with the following schedule unless otherwise specified by the Engineer, and any work not complying therewith will be liable to rejection.

**TABLE 5 – TEMPERATURES**

| NATURE OF WORK |                                          | TEMPERATURE<br>°C | TOLERANCE<br>°C |
|----------------|------------------------------------------|-------------------|-----------------|
| Priming        | Tack Coat Spraying                       | 66°C              | ± 10°C          |
| Mixing         | 1. Drying : aggregates                   | 155               | ± 6             |
|                | filler                                   | 133               | ± 3             |
|                | 2. Heating of binders :<br>35/50         | 155               | ± 3             |
|                | 50/70                                    | 146               | ± 3             |
|                | Road Bitumen                             | 120               | ± 3             |
|                | 3. Mixing :<br>Mix 1 & mix 4 (bit.)      | 143               | ± 8             |
|                | Mix 2 & mix 3                            | 149               | ± 8             |
|                | Mix 4 (bitumen)                          | 116               | ± 8             |
| Placing        | 1. Delivery :<br>Mix 1 & mix 4<br>(bit.) | 135               | ± 17            |
|                | Mix 2 & mix 3                            | 141               | ± 17            |
|                | Mix 4 (bitumen)                          | 110               | ± 13            |
|                | 2. Rolling :<br>Mix 1 & mix 4            | 105               | ± 13            |
|                | Mix 2 & mix 3                            | 110               | ± 13            |

## PART B

### SECTIONAL PATCHING AND REPAIR WORK

This premix will be required for general maintenance purposes and the placing will be done by the Municipality. This mix should be a mixture of emulsion and aggregate prepared cold that may be used from a stockpile at extreme cold temperatures.

1.23 STOCK PILE PREMIX – Mixed hot through asphalt plant but applied cold.

The bidder is to state in his bidding document the minimum amount in tons he is prepared to deliver at any one time.

The grading envelopes and binder contents applicable for this mix is indicated as follows:

**TABLE 6 - SECTIONAL PATCHING AND REPAIR WORK**

| Total Percentage Passing Sieve (mm) |        |       |       |       |       |       |       |       | Bitumen Content |
|-------------------------------------|--------|-------|-------|-------|-------|-------|-------|-------|-----------------|
| 12,700                              | 9,525  | 4,760 | 2,380 | 1,190 | 0,595 | 0,291 | 0,149 | 0,074 | % by weight     |
| 100                                 | 90-100 | 65-86 | 32-55 | 17-30 | 7-20  | 2-10  | 0-5   | 0-3   | 4,75 - 5,75     |

## PART C

This premix is to be loaded, at the specified temperature, into the Municipal vehicles at the mixing plant.

Prices have been called for mixes 1, 2, 3, 4.

**TABLE 5 – TEMPERATURES**

| NATURE OF WORK |                                          | TEMPERATURE<br>°C | TOLERANCE<br>°C |
|----------------|------------------------------------------|-------------------|-----------------|
| Priming        | Tack Coat Spraying                       | 66°C              | ± 10°C          |
| Mixing         | 1. Drying : aggregates                   | 155               | ± 6             |
|                | filler                                   | 133               | ± 3             |
|                | 2. Heating of binders :<br>35/50         | 155               | ± 3             |
|                | 50/70                                    | 146               | ± 3             |
|                | Road Bitumen                             | 120               | ± 3             |
|                | 3. Mixing :<br>Mix 1 & mix 4 (bit.)      | 143               | ± 8             |
|                | Mix 2 & mix 3                            | 149               | ± 8             |
|                | Mix 4 (bitumen)                          | 116               | ± 8             |
| Placing        | 1. Delivery :<br>Mix 1 & mix 4<br>(bit.) | 135               | ± 17            |
|                | Mix 2 & mix 3                            | 141               | ± 17            |
|                | Mix 4 (bitumen)                          | 110               | ± 13            |
|                | 2. Rolling :<br>Mix 1 & mix 4            | 105               | ± 13            |
|                | Mix 2 & mix 3                            | 110               | ± 13            |
|                |                                          |                   |                 |

## PART B

### SECTIONAL PATCHING AND REPAIR WORK

This premix will be required for general maintenance purposes and the placing will be done by the Municipality. This mix should be a mixture of emulsion and aggregate prepared cold that may be used from a stockpile at extreme cold temperatures.

1.23 STOCK PILE PREMIX – Mixed hot through asphalt plant but applied cold.

The bidder is to state in his bidding document the minimum amount in tons he is prepared to deliver at any one time.

The grading envelopes and binder contents applicable for this mix is indicated as follows:

**TABLE 6 - SECTIONAL PATCHING AND REPAIR WORK**

| Total Percentage Passing Sieve (mm) |        |       |       |       |       |       |       |       | Bitumen Content |
|-------------------------------------|--------|-------|-------|-------|-------|-------|-------|-------|-----------------|
| 12,700                              | 9,525  | 4,760 | 2,380 | 1,190 | 0,595 | 0,291 | 0,149 | 0,074 | % by weight     |
| 100                                 | 90-100 | 65-86 | 32-55 | 17-30 | 7-20  | 2-10  | 0-5   | 0-3   | 4,75 - 5,75     |

## PART C

This premix is to be loaded, at the specified temperature, into the Municipal vehicles at the mixing plant.

Prices have been called for mixes 1, 2, 3, 4.

## **PART D**

### **1. Premix Kerb**

Where called upon by the Engineer, the Contractor is required to construct by machine, a suitably moulded premix kerb on the edge of the road. This kerb shall be constructed of a dense hot gap-graded asphalt premix (Bitumen content 6% (40/50 pen)) to dimensions as shown on the drawings after compaction and finished true to the line and level of the road. The asphalt kerb to be laid on a bitumen tack coat applied at the rate of 0,3 l/m<sup>2</sup>.

The bidder shall submit detailed plans with full details and dimensions with his bid showing the various cross sections of kerb available.

### **2. Tolerances**

- (i) The tolerance will be a line and level difference of  $\pm 7\text{mm}$  in 3m.
- (ii) The horizontal alignment shall not depart from the design line by more than  $\pm 10\text{mm}$ .
- (iii) The rate of deviation from the design line or level shall not exceed 0,5%.

### **3. Measurement and payment**

The unit for measurement for the premix kerb shall be in metres and the price must include for laying, supervision, labour, plant and material and tack coat

# **NEWCASTLE MUNICIPALITY**



## **VOLUME 1**

### **PART 4: SITE INFORMATION**

---

#### **C4 SITE INFORMATION**

Specific site will be given on appointment.