



CDB ROAD MAINTENANCE

BID NUMBER : WMM LM 10/12/21/01 CBD

TENDERER :

CLOSING DATE : 06 JANUARY 2022

CLOSING TIME : 12h00

The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
51Winnie Madikizela Street
BIZANA
4800
CONTACT PERSON
Mr L. Gwala
Tel No.: 039 251 0230

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TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

Page	Ref	Description	Included (Y/N)
		All pages requiring signatures signed by the Tenderer	
	MBD1	Correct Tender Offer Amount carried forward to Form MBD1	
	C1.1	Form of Offer duly completed	
	C1.2	Contract Data: Part 2 – Data provided by Contractor	
	C2.2	Bill of Quantities	
		Sign and date Final Summary	
		Completed in BLACK INK only	
		Corrections crossed out and initialled	
	T2.1	All Returnable Documents and Schedules submitted	
	1A.	Joint Venture Disclosure Form (where applicable).	
	1B.	Compulsory Enterprise Questionnaire.	
	1C.	Record of Addenda to Tender Documents.	
	1D.	Proposed Amendments and Qualifications.	
	1E.	Schedule of Subcontractors.	
	1F.	Schedule of Plant and Equipment.	
	1G.	Schedule of the Tenderer's Experience (work undertaken not for Winnie Madikizela-Mandela Local Municipality)	
	1H.	Schedule of work undertaken for Winnie Madikizela-Mandela Local Municipality.	
	1I.	Contractors key Personnel and detailed CV's	
	1J.	Health and Safety plan	
	1K.	Detailed Preliminary Programme	
	1L.	Schedule of estimated monthly expenditure	
	1M.	Detailed Methodology	
	1N.	Contractor's establishment on site	
	2A.	Certificate of Contractor Registration issued by the Construction Industry Development Board.	
	2B.	Tax Clearance Certificate (MBD 2).	
	2C.	Where the tendered amount inclusive of VAT exceeds R 10 million:	
	2D.	Certificate of Tenderer's visit to the site.	
	2E.	Certificate of Authority for Signature.	
	2F.	Alterations by Tenderer.	
	2G.	Surety and Bank Details.	
	2H.	Company Composition.	
	2I.	Declaration of Interests (Kinship, Relationship with persons employed by Winnie Madikizela-Mandela Local Municipality).	
	2J.	Declaration of Interest (in the Service of the State) (MBD 4).	

Contractor

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Witness 2

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Witness 1

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	2K.	Company Profile	
	2L.	Certified copies of identity document for directors	
	2M	B-BBEE Certificate	
	2N.	Declaration (Validity of Information Provided).	
	2O.	Certificate of independent bid determination	
	2P	Preferential procurement	
	2Q	Preliminary programme and cashflow	
	2R	Compulsory enterprise questionnaire	
	2S	Joint Venture Agreement	
	2T	Proof of good standing with minucipal accounts	
	2U	Method statements	
	2V	Record of addenda to tender document	
	2W	Declaration for procurement above R 10 million	
	2X	Central Supplier database Registration	
	3A	Adjudication of Tenders on a points basis.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

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THE TENDER

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



CONTRACT NO: WMM LM 10/12/21/01 CBD
INVITATION TO BID FOR CBD ROAD MAINTENANCE

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested in the provision of insurance services for Winnie Madikizela-Mandela Municipality. **3CE** or higher CIDB grading is required to qualify for the project.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za) or Mbizana Local Municipality Website (www.mbizana.gov.za).

Proposals will be evaluated on functionality as follows:

Evaluation Criteria	Total Points
1. Previous Experience	30
2. Key Personnel	30
3. Methodology	20
4. Schedule of Plant and Equipment	20

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- A certified copy or Original BBBEE Status Level Certificate (SANAS accredited) or original affidavit
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

Closing date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than 12h00 on the 06th of January 2021 after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. There is no tender briefing

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Mbizana Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. L. Gwala at (039) 251 0230, email: gwalal@mbizana.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (039) 2510230, Ext. 2113, email: khalaz@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

TENDER EVALUATION

This tender will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the tender rules and conditions thereafter.

Phase Two: Tenders passing stage one above will be thereafter be evaluated on PPPFA.

Eligibility Criteria

Tenderer must have completed a construction of surfaced road project or rehabilitation/maintenance of surfaced roads project in the last **5 years** to the value of at least **1 Million Rands**

All such “similar” projects shall be located within the SADC [South African Development Community] region.

Details of roads related projects and supporting information must be entered in Form C in the Returnable Schedule. Copies of Completion Certificates and appointment letters must be attached, in order to qualify for this tender.

The Tenderer must have in its employment the following key personnel who comply with the following minimum requirements:

A suitably qualified and experienced Contracts Manager who will be the single point accountable and responsible person for the full time management of the construction works on site, who is a graduate in Engineer or holds Bsc. Eng. Or B.Tech in Civil Engineering and has a minimum of five (5) years' experience in surfaced road project(s) and a qualification in LIC NQF 5 or 7

A suitably qualified and experienced Construction Manager who will be the single point accountable and responsible person for the full time management of the construction works on site, who is a graduate in Engineer or holds Bsc. Eng. or ND in Civil Engineering and has a minimum of five (5) years' experience in surfaced road project(s) and a qualification in LIC NQF 5.

A suitably qualified and experienced full time Construction Health and Safety Officer to manage the Contractor's health and safety obligations on site who is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO).

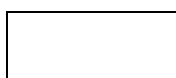
*Details of key personnel and their relevant information must be entered in **Form 1I** of the Returnable Schedules. Copies of CV's and certificates of qualifications and professional registration must be attached, in order to qualify for this tender.*

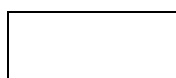
A. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

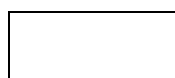
Maximum points on price	-	80 points
Maximum points for BBBEE	-	20 points
Maximum points	-	100 points

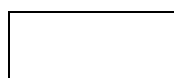
B. TENDER SPECIFICATIONS, CONDITIONS AND RULES

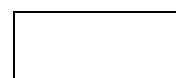
The minimum specifications, eligibility and other tender conditions and rules are detailed in the bid document.

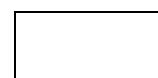

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Note: Tender Validity Period is **90 days**



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 20%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ 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;">☐ YES ☐ NO</td> </tr> </table> 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.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za).

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

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

Clause number	Tender Data
F.1	GENERAL
F.1.1	Actions <i>Add the following:</i> The Employer is the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY , represented by the Municipal Manager.
F.1.2	Tender Documents <i>Add the following:</i> "The following documents form part of this tender: VOLUME 1: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za . VOLUME 2: THE "STANDARD SPECIFICATION FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES" (COLTO 1998). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za . Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

	The contract documents issued by the Employer comprise: VOLUME 3: The Contract Document (this document), in which is bound: VOLUME 3 : PART A The Tender Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules The Contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Occupational Health and Safety Agreement C1.5 Contract and Temporary Employment as Community Liaison Officer Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities VOLUME 3 PART B : Part C3: Scope of work C3 Scope of work

F.1.4	Communication and employer's agent <i>Add the following:</i> Attention is drawn to the fact that verbal information, given by the Employer 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.
F.1.5	The language for communication is English.
F.1.5.3	The Employer's right to accept or reject any tender offer <i>Add the following:</i>
F.1.6.2	The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.
F.1.6.3	Competitive negotiation procedure <i>Add the following to F.1.6.2</i> A competitive negotiation procedure will not be followed. Proposal procedure using the two-stage system <i>Add the following to F.1.6.3</i> A two-stage system will not be followed
F.2	TENDER'S OBLIGATION
F.2.1	Eligibility <i>Add the following to F.2.1.1:</i>
F.2.1.1	Only those tenderers who have in their employee management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such members satisfy the eligibility requirements. Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: Company Experience in Roads Contract Management In order to be considered for an appointment in terms of this tender, Tenderer must have completed a construction of surfaced road or rehabilitation/maintenance of surfaced road project in the last 5 years to the value of at least R 1 000 000.00 and above. All such projects shall be located within the SADC (South African Development Community) region.
F.2.1.1.2	Details of roads related projects & supporting information must be entered in Form C of the Returnable Schedules. Copies of Completion Certificates and appointment letters must be attached, in order to qualify for this tender. Failure to comply with the requirements or to complete Form C will render the tender non-responsive.

Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3CE class of construction work, are eligible to have their tenders evaluated

Joint Ventures are eligible to submit tenders provided that:

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

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

4. At least one of the Joint Venture Partners are to be in possession of NQF Level 5 Qualification as defined in Section C

c] Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its employment the following key personnel who comply with the following minimum requirements:

- A suitably qualified and experienced Contracts Manager who will be the single point accountable and responsible person for the full time management of the construction works on site, who is a graduate in Engineering or holds B.Tech in Civil Engineering and has a minimum of five (5) years' experience in surfaced road project(s) and has LIC NQF 5 or 7
- A suitably qualified and experienced **Construction Manager/ Site Agent** who will be the single point accountable and responsible person for the full time management of the construction works on site, who holds B.Tech or ND in Civil Engineering and has a minimum of five (5) years' experience in surfaced road project(s) and has LIC NQF 5 qualification.
- A suitably qualified and experienced full time Construction Health and Safety Officer to manage the Contractor's health and safety obligations on site who is registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr CHSA) or Professional Construction Health and Safety Manager (Pr CHSM) or Professional Construction Health and Safety Officer (Pr CHSO).

Details of key personnel and their relevant information must be entered in **Form 11** of the Returnable Schedules. Copies of CV's and certificates of qualifications and professional registration must be attached, in order to qualify for this tender.

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	Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Form J with personnel with the equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. Failure to comply with the requirements or to complete Form 1I will render the tender non-responsive. d] Addenda Failure to apply instructions contained in Addenda will render a tenderer's offer non-responsive in terms of Condition of Tender
F.2.7	Clarification meeting <i>Add the following:</i> The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
F.2.9	Insurance <i>Add the following:</i> The employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
F.2.13	Submitting a tender offer <i>Add the following to F.2.13.5</i>
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Emailed as per advert
F.2.15	Closing time <i>Add the following to F.2.15.1:</i>
F.2.15.1	The closing time for submission of tender offers is as stated in the Tender advert Only e-mailed tender offers will be accepted
F.2.16	Tender offer validity <i>Add the following to F.2.16.1</i> The tender offer validity period is 90 days
F.2.16.1	
F.2.17	Clarification of tender offer after submission <i>Add the following to F.2.17:</i> A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.18 F.2.18.1	Provide other material <i>Add the following to F.2.18.1:</i> Provide, on written request by the Employer, where the tendered amount inclusive of VAT exceeds R 10 million: i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected
	to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23

Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1

Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.2.23.2

Bargaining Council Certificates

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

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

F.3	EMPLOYERS UNDERTAKINGS								
F.3.2	Issue Addenda <i>Add the following to F.3.2:</i> Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.								
F.3.4	Opening of tender submissions <i>Add the following to F.3.4.1:</i>								
F.3.4.1	The time and location for opening of the tender offers is: Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date. Location: Winnie Madikizela-Mandela Local Municipality, 51Winnie Madikizela, Mbizana.								
F.3.8	Test for responsiveness <i>Add the following:</i> Tenders will be considered non-responsive if, inter alia: - the tender is not in compliance with the Scope of Work; - the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above; - the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;								
F.3.11	Evaluation of tender offers The method for the evaluation of responsive tenders is Method 1 (Financial Offer, and Preference). The following formula will be used to calculate the total number of tender evaluation points: $T_{EV} = N_{FO} + N_p$ The procedure for the evaluation of responsive tenders is Method 2 <table border="1"> <thead> <tr> <th></th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Price Component</td><td>80</td></tr> <tr> <td>B-BBEE Status Level Contributor</td><td>20</td></tr> <tr> <td>Total evaluation points</td><td>100</td></tr> </tbody> </table>		Maximum number of tender evaluation points	Price Component	80	B-BBEE Status Level Contributor	20	Total evaluation points	100
	Maximum number of tender evaluation points								
Price Component	80								
B-BBEE Status Level Contributor	20								
Total evaluation points	100								

Calculation of Points for Price

(P_s)

The points scored for Price will be calculated using the following formula:

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

Where P_s = points scored for price by tender under consideration

$P_{\min}$ = price of lowest acceptable tender

P_t = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

B-BBEE Points Status Level Contributor (Max =20 points)

B-BBEE Status Level contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

Eligibility for preference points is subject to the following conditions:

AtendererscorecardshallbebasedontheConstructionSectorCodesofPracticepromulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February 2016, alternatively a B-BBEE Certificate issued in accordance with the revised NoticeofClarificationpublishedinNotice444of2015ofGovernmentGazetteNo.38799on15 May 2015 as amended in December 2019 by the Department of Trade and Industry;and

- The Scorecard shall be submitted as a certificate attached to Returnable Schedule Form SBD6.1; and
- The certificateshall:
- be an original or an original certified copy of the original;and
- have been issued by a verification agency accredited by the South African National Accreditation System [SANAS];or
- have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors [IRBA];or
- be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise [EME] or Qualifying Small Enterprise [QSE];and
- The Verification Certificate must be valid at the tender closing date;and
- The date of issue of the certificate must be less than 12 [twelve] months prior to the tender closing date [see Tender Dat4.15];and
- CompliancewithanyotherinformationrequestedtobeattachedtoReturnableScheduleForm

SBD6.1;

- If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and
- Failure to submit a valid verification certificate will result in the award of 0 [zero] points for preference; and

In the event of a joint venture [JV], a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

PRE-QUALIFICATION CATEGORY AND DESCRIPTION	POINTS	
	ALLOCATION	SCORE
1 EXPERIENCE	TOTAL = 30 Points	
Supply a list of complete surfaced road repairs or surfaced road construction projects undertaken over the past 5 years. Bidders to attached appointment letters and completion certificates of completed projects from previous clients. The Employer reserves the right to contact previous clients as a risk assessment process. More than 5 projects - 30 points Between 3 and 5 projects - 20 points Between 1 and 2 projects - 10 points Less than 1 project - 0 points	30	
2 LIST OF KEY PERSONNEL	TOTAL = 30 Points	
Qualifications ;		
Site Agent/Construction Manager with a minum of 2 years experience in road construction/ rehabilitation/ maintenance projects and a BTech or ND in Civil Engineering and NQF 5 accreditation in LIC.	15	
Construction Health and Safety Officer with a minimum of 2 years experience and registered with SACPCMP	15	
Bidder to attach CV, coppies of qualifications/certifiactes and cetified copies of ID		
3 METHODOLOGY	TOTAL = 20 Points	
Presentative method approach with time, cost, quality, traffic and excess water management (4 point per heading)	20	
4 SCHEDULE OF PLANT AND EQUIPMENT	TOTAL = 20 Points	
Tenderer has provided proof of ownership for at least 5 plant/Equipment relevant to the project (4 points allocated for each plant /Equipment)	20	
Tenderer has provided proof of hire agreement for at least 5 plant/Equipment relevant to the project (2 points allocated for each plant /Equipment)	10	
NB; Relevant plant and equipment means: minimum 1 Grader, 1 Excavator, 1 TLB/Bobcat , 1Tipper truck, (Roller/Compactor) and Watercart Truck. Tenderer must provide proof of ownership for owned plant or purchase agreement for plant. Tenderer must provide a signed agreement to provide plant/equipment and copies proof of ownership for owned plant or purchase agreement plant		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.3	Method 2: Financial offer and preference In the case of a financial offer and preferences: a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
F.3.11.7	Scoring Financial Offers The financial offer will be scored using Formula 2 (option 2) where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000 The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$ <u>Scoring financial offers</u> The value of W_1 is: 1] 90 where the financial value, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000.00; or 2] 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000.00. The value of A will be calculated utilising Formula 2 (Option 1): $A = [1 - (P - P_m) / P_m]$ Where P is the comparative offer of the tender offer under consideration and P_m is the comparative offer of the most favourable comparative offer. In the event that the calculated value is negative, the allocated score shall be zero [0]. The applicable formula for this tender will be $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where P_s = points scored for price by tender under consideration $P_{\min}$ = price of lowest acceptable tender P_t = price of tender under consideration Fractions will be rounded off to two places after the decimal comma. Scoring of preference Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act [B-BBEE, Act 53 of 2003 as amended in Act 46 of 2013] and the Regulations [2017] to the Preferential Procurement Policy Framework Act [PPPFA, Act 5 of 2000]. Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B-BBEE Status Level of contributor	Qualification	Number of Points for Contract value up to R 50 000 000	Number of Points for Contract value above R 50 000 000
1	≥ 100 points	20	10
2	≥ 85 but < 100 points	18	9
3	≥ 75 but < 85 points	14	6
4	≥ 65 but < 75 points	12	5
5	≥ 55 but < 65 points	8	4
6	≥ 45 but < 55 points	6	3
7	≥ 40 but < 45 points	4	2
8	≥ 30 but < 40 points	2	1
Non-compliant Contributor	< 30 points	0	0

Eligibility for preference points is subject to the following conditions:

AtendererscorecardshallbebasedontheConstructionSectorCodesofPracticepromulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February 2016, alternatively a B-BBEE Certificate issued in accordance with the revised NoticeofClarificationpublishedinNotice444of2015ofGovernmentGazetteNo.38799on15 May 2015 by the Department of Trade and Industry;and

- The Scorecard shall be submitted as a certificate attached to Returnable Schedule Form SBD6.1; and
 - The certificateshall:
 - be an original or an original certified copy of the original;and
 - have been issued by a verification agency accredited by the South African National Accreditation System [SANAS];or
 - have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors [IRBA];or
 - be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise [EME] or Qualifying Small Enterprise [QSE];and
 - The Verification Certificate must be valid at the tender closing date;and
 - The date of issue of the certificate must be less than 12 [twelve] months prior to the tender closing date [see Tender Dat4.15];and
 - CompliancewithanyotherinformationrequestedtobeattachedtoReturnableScheduleForm SBD6.1;
 - If a tenderer claims a preference score without submitting an acceptable verification certificate,aperiodof24hourswillbegrantedtosubmitanacceptableverificationcertificate which was valid at date of tender closure;and
 - Failure to submit a valid verification certificate will result in the award of 0 [zero] points for preference;and
- Intheeventofajointventure[JV],aconsolidatedB-BBEEverificationcertificateinthename of the JV shall besubmitted.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F3.11.10	Add the following new subclause: Risk Analysis Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following: a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) reasonableness of the Contract Participation Goals tendered d) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc. No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.
F.3.12	Full insurance to be provided by the Contractor. The contractor must provide the employer with the insurance policy information and certificates prior to the commencement of the contract.
F.3.13	Acceptance of tender offer Add the following to F.3.13:
F.3.13.1	Tender offers will only be acceptable if: a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) or SARS pin and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations; b) 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; c) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months; d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.17	a) Tenderers must be registered on the Central Supplier Database at National Treasury prior to the Award of a tender and the Tenderer's Tax Status must be compliant (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database); b) Tenderers must submit proof of registration with the Bargaining Council (BCCEI). Good standing will be required within 21 days of tender award. c) the tenderer must be registered with the Construction Industry Development Board in an appropriate contractor grading designation (CE) (All parties to submit this information in the case of a Joint Venture); d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not abused the Employer's Supply Chain Management System; f) the tenderer has not failed to perform on any previous contract with the Employer; g) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable; h) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory); i) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); j) has completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2; SBD8; SBD9) k) all relevant certified information is submitted with the Tender; l) all other Tender Conditions are complied with. m) Tenderers are to meet the minimum eligibility requirements specified in Clause F2.1 n) Tenderers must have attended the compulsory Briefing Meeting and have signed the Attendance Register, otherwise their Tender will be eliminated. . Add the following: "AcceptanceofthetenderofferwillbesubjecttotheprovisionsofClauseF.1.5.1andF.2.1." Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter ofAward. Provide copies of the contract Add the following: The number of paper copies of the signed contract to be provided by the Employer is one.
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F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender,; Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F.4.2 Eligibility with respect to expanded public works programme

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

F.4.3 Claims arising after submission of tender

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

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.

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

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

- 5) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.4 Imbalance in tendered rates

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

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

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

F.4.5 Community liaison officer

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Officer / Social Facilitator appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC.

The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R3500 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

F.4.6 Labour intensive construction/use of local labour

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities.

F.4.7 Invalid tenders

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

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F4.11 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

F.4.14 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.

- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- (g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2 RETURNABLE DOCUMENTS
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Joint Venture Disclosure Form (where applicable);
- B. Compulsory Enterprise Questionnaire;
- C. Record of Addenda to Tender Documents;
- D. Proposed Amendments and Qualifications;
- E. Schedule of Subcontractors;
- F. Schedule of Plant and Equipment;
- G. Schedule of the Tenderer's Experience (not for Winnie Madikizela-Mandela Local Municipality);
- H. Schedule of work undertaken for Winnie Madikizela-Mandela Local Municipality;
- I. Contractors Key Personnel and Detailed CV's(*including LIC NQF Qualification*);
- J. Health and Safety Plan;
- K. Detailed Preliminary Program;
- L. Schedule of Estimated Monthly Expenditure;
- M. Detailed Methodology;

2. Other documents required only for tender evaluation purposes

- A. Certificate of Contractor Registration issued by the Construction Industry Development Board;
- B. Tax Clearance Certificate (MBD 2);
- C. Where the tendered amount inclusive of VAT exceeds R 10 million:
 - 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;
 - 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;
 - 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;
 - 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;
- D. Certificate of Tenderer's visit to the site;
- E. Certificate of Authority for Signature;
- F. Alterations by Tenderer;
- G. Surety and Bank Details;
- H. Company Composition;
- I. Declaration of Interests (Kinship, Relationship with persons employed by WMM LM);
- J. Declaration of Interest (in the Service of the State) (MBD 4);
- K. Company Profile (include current and latest projects);
- L. Certified copies of identity document for directors;
- M. Broad Black Base Economic Empowerment (B-BBEE) Certificate;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- N. Declaration (Validity of Information Provided).
- O. Certificate of independent bid determination
- P. Preferential procurement
- Q. Preliminary programme and cashflow
- R. Compulsory enterprise questionnaire
- S. Joint Venture Agreement
- T. Proof of good standing with minucipal accounts
- U. Method statements
- V. Record of addenda to tender document
- W. Declaration for procurement above R 10 million
- X. Central Supplier database Registration

3. Other documents that will be incorporated into the contract

C1.1 Offer and Acceptance;

C1.2 Contract Data (Part 2);

C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);

C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993
(Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);

C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa,
EnvironmentalConservation Act And Environmental Management Act;

C2.2 Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

1A. 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, in order 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.....
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.....
- c) Physical address
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.....
.....
- d) Telephone
- e) Fax.....

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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 DESIGNATION	FUNCTION /	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 AFFIRMABLE VENTURE PARTNERS	EX JOINT PARTNERS	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NON- JOINT

(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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name 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 in the service of the state

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

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

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:

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

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of 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; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

1C. 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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Enterprise
name

1E. SCHEDULE OF SUBCONTRACTORS

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below atleast two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Winnie Madikizela-Mandela Local Municipality's SMME data base.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Special Item of Work	Estimated amount of work (R)
1.		
2.		
3.		
4.		

Signed Date

Name Position

Enterprise
name

1F. SCHEDULE OF PLANT AND EQUIPMENT

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
TLB		
WATER BOWSER (9000L or LARGER)		
GRID ROLLER AND SMOOTH ROLLER OR SELF PROPELLED VIBRATORY PAD-FOOT ROLLER (15T)		
GRADER		
TIPPER TRUCKS		
4x4 or 2x4 BAKKIES		
EXCAVATOR		
OTHER:		
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Signature of Tenderer:

Date:

Commissioner of Oath Signature..... Date.....	Official Stamp
---	------------------------------

1G. PREVIOUS PROJECT EXPERIENCE (not for Winnie Madikizela-Mandela Local 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.. Copies of completion certificates and/or reference letters to be included

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

Signature of Tenderer:

Date:

1H. PREVIOUS WORK UNDERTAKEN(for Winnie Madikizela-Mandela Local 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. Copies of completion certificates and/or reference letters to be included.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

Signature of Tenderer:

Date:

11. CONTRACTORS KEY PERSONNEL & DETAILED CV'S (including LIC Qualification)

The bidder must state below the key management staff he intends using for this contract and attach relevant detailed CV's indicating their previous experience. This information shall be deemed to be material to the adjudication of the Contract.

Failure to complete this Schedule *and provide proof of NQF Qualification* may result in the Tender being non responsive.

POSITION	NAME	ROADS REPAIRS ANDRELATED EXPERIENCE (YEARS)
		GENERAL
Contracts Manager		
Site Agent		
Safety Officer		

Signature of Tenderer:

Date:

1J. HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

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

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

Signature of Tenderer:

Date:

1K. DETAILED PRELIMINARY PROGRAMME

The Tenderer shall attach a **detailed and realistic preliminary programme** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer:

Date:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

1L. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		

Signature of Tenderer:

Date:

1M. DETAILED METHODOLOGY

The Tenderer shall attach a **detailed and realistic methodology** to this page, reflecting the understanding of the works and tempo of execution of the various activities comprising the work for this Contract.

Failure to supply a methodology may prejudice the Tender.

Signature of Tenderer:

Date:

1N: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL (BCCEI)

Tenderers must attach to this page, **proof of registration** with the Bargaining Council. Good Standing will be required within 21 days of tender award.

(reference Government Gazette No.37750: All Civil Engineering Contractors on CIDB grading 3CE or higher must be registered with the Bargaining Council for the Civil Engineering Industry and submit proof of registration and good standing as part of Returnable Schedules).

In the case of Joint Ventures, proof must be provided for each partner.

Note: Failure to submit proof of valid registration will deem the tender to be Non-Responsive

Signature of Tenderer:

Date:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

**2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION
INDUSTRY BOARD (CIDB)**

Please affix copy of CIDB Certificate to this page or write CRS number.

2B. TAX CLEARANCE REQUIREMENTS (MBD 2)

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

1. In order to meet this requirement Tenderers are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register for this service with SARS through the website www.sarsefiling.co.za.

2C. WHERE THE TENDERED AMOUNT INCLUSIVE OF VAT EXCEEDS R10MILLION

- 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;
- 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;
- 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;
- 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.

2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that, I

representative of (Tenderer)

of (address)

Telephone number:

Fax number:

in the company of (Engineer's representative)

visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

TENDERER'S REPRESENTATIVE: (Signature).....

(Name)

ENGINEER'S REPRESENTATIVE: (Signature).....

(Name)

2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Mrs....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for Contract No. and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

2F. ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM	DESCRIPTION

Signature of Tenderer:.....

Date:

2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from

Contact Person

Contact Telephone numbers

Type of Surety

BANK DETAILS

Bank Name

Account Number

Account Type

Contact Person

Tel No. ...

Fax No. ...

Address

.....

Signature of Tenderer:.....

Date:

2H. COMPANY COMPOSITION**GENERAL**

All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	ID NUMBER	CITIZENSHIP	NO FRANCHISE IN ELECTION PRIOR 1994 (Y/N)	DISABILITY	WOMAN	DATE OF OWNERSHIP	% OWNED	VOTING %

Signature of Tenderer:.....

Date:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her
representative:.....

3.2 Identity Number:
.....

3.3 Position occupied in the Company (director, trustee,
shareholder²):.....

3.4 Company Registration Number:
.....

3.5 Tax Reference
Number:.....

3.6 VAT Registration Number:.....

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

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

3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

2P: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality _____ **where** _____ **business** _____ **is** _____ **situated:**
.....

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

2K. COMPANY PROFILE

Please affix a Company profile to this page.

Signature of Tenderer:.....

Date:

2L. CERTIFIED COPIES OF IDENTITY DOCUMENT FOR DIRECTORS

Please affix certified copies of identity document for directors to this page.

Signature of Tenderer:.....

Date:

2M. BROAD BASE BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE

Please affix the companies B-BBEE Certificate to this page.

Signature of Tenderer:.....

Date:

2N: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 8

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

20: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2Q: PRELIMINARY PROGRAMME AND CASHFLOW

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and duration of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of this Tender.

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed on Form G: Alternative Offers, in the Returnable Schedules section and supported by a detailed statement to that effect, all as specified in the Tender Data.

Any changes in Key Personnel are to be pre-approved by the municipality.

2R: 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:

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 in the services of the state

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

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

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

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

* Insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a

company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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 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 appears, 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; and
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise Name: _____

2S: JOINT VENTURE AGREEMENT

The Tenderer must attach to this page a joint venture agreement, if applicable.

S. CURRENT COMMITMENTS SCHEDULE

[illegible]

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

2T: PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page:

- Proof that they are not in arrears for more than 30 days with municipal rates and taxes and municipal service charges. The latest municipal account statement is to be attached.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.

Attach latest municipal account statement to this page.

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

2U: METHOD STATEMENTS

The Tenderer must attach a proposed work plan/method statement based on the scope of work and other information provided in the document which must briefly describe the following:

- (a) Construction procedures / methodology
- (b) Resources (personnel) to be used
- (c) Materials and plant to be used
- (d) Quality control measures
- (e) Storage of materials
- (f) Risk management
- (g) Health and Safety measures to be taken
- (h) Environmental control measures to be taken

The above information may be in the form a summary but should not exceed 5 pages.

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

2V: RECORD OF ADDENDA TO TENDER DOCUMENT

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 the tender offer.

ADD №	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Attach additional pages if more space is required.

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

2X: CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer:

.....

Database Registration Number:

.....

No awards will be made to a tenderer who is not registered and compliant on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

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

THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1: AGREEMENT AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 Form of Offer and Acceptance

Offer

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

CDB ROAD MAINTENANCE

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 15% VALUE ADDED TAX IS:

1) CDB ROAD MAINTENANCE

.....

..... (in words);

R (in figures)

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

Signature(s)
Name(s)
Capacity

for the tenderer

(Name and
address of
organization/)
tenderer

Name and
signature
of witness Date

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during the process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. Any amendments to or deviations from said documents are void unless contained in this schedule.

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

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

Signature(s)

Name(s)

Capacity

for the Employer Winnie Madikizela-Mandela Local Municipality
Infrastructure Directorate
51 Winnie Madikizela Street
Bizana

4800

Name and

signature

of witness

Date

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For the Tenderer:

Signature(s) _____
Name(s) _____
Capacity _____

(Insert name and address of organisation)
Name & signature of witness _____ Date _____

For the Employer:

Signature(s) _____
Name(s) _____
Capacity _____

(Name and address of organization) Winnie Madikizela-Mandela Local Municipality
Infrastructure Directorate
Operations and Maintenance
135 Winnie Madikizela
Flagstaff
4810

Name & signature of witness _____ Date _____

Confirmation of Receipt

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 ContractData

Part 1: Data provided by the Employer

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtained from www.saice.org.za.

The pro-formas bound with the General Conditions of Contract for Construction Works, Third Edition, 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this document.

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

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

Where reference is made to the standard specifications in this contract, it shall mean the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part C3 : Section B : Project Specifications.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, may be obtained / purchased from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

This COLTO Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineer's during normal office hours.

Clause	Data
1.1	The terms Client, Principal Contractor, Contractor and Designer, as used in the Occupational Health and Safety Act – Construction Regulations are synonymous with the terms Employer, Contractor, Sub-Contractor and Engineer as defined in Clause 1.1 of the GCC 2015.
1.1.1.13	The Defects Liability Period is 365 days [measured from the date of the Certificate of Completion].
1.1.1.14	The time for achieving Practical Completion is 5 Months , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days and the year-end breaks referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The Employer is Winnie Madikizela-Mandela Local Municipality .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.1.1.16	
1.1.1.26	The Pricing Strategy means the strategy stated in the contract Data which is adopted to secure prices and remunerate the Contract in terms of the contract.
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
1.1.1.36	Letter of Notification " means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.
1.2.1.2	The Employer's address for receipt of communications is: Postal address: 51Winnie Madikizela Bizana 4800 Tel: (039) 251 0230 Fax: (039) 251 0917 Contact Mr L Gwala
1.3.2	The governing law is the law of the republic of South Africa.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.4.1	“in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) 3rd Edition • Scope of Work • Standard specification for Road and Bridge Works (COLTO 1998) • Site Information • Construction drawings • Bill of quantities • The returnable schedules
3.2.3	The Employer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1 Clause 6.3: Variations (where total variations exceed the contingency sum) 2 Clause 5.12: Extension of Time for Practical Completion - Certify additional costs/expenditure - Taking over of the Works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition 1. Clause 3.3.1 Nomination of Engineer's Representative 2. Clause 3.3.4 Engineer's authority to delegate 3. Clause 4.7.1 Dealing with fossils 4. Clause 5.8.1 Non-working times 5. Clause 5.11.1 Suspension of the Works 6. Clause 5.12.1 Approval of any extension of time for completion 7. Clause 5.12.4 Acceleration of progress instead of extension of time 8. Clause 5.13.2 Reduction of a penalty for delay 9. Clause 6.3.2 The issuing of variation orders 10. Clause 6.8.4 The Subsequent changes in legislation 11. Clause 6.11 The Variations exceeding 15 per cent 12. Clause 10.1.5 Engineer's ruling of Contractor's claim 13. Clause 7.5.5 and 7.6.22 Authorising the contractor to repair and make good expected risk
3.1.4	<i>Delete the last sentence of the Clause</i>
3.2.4	"the time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the engineer's representative"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3.3

"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;
- (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
- (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act:
 - (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.
 - (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension,

Contractor

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Witness 2

Employer

Witness 1

Witness 2

such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4.3

1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

2 The contractual relationship between the Contractor and the selected sub-contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter.

3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board).

It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor

The Contractor shall incorporate in the subcontract provisions that:

- (a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfil such liabilities, and
- (b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:
 - (i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor; his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and
 - (v) any claims as aforesaid
- (c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.3.1	The documentation required before commencement with Works execution are: - Health and Safety Plan (Refer to Clause 4.3) - Initial programme (Refer to Clause 5.6) - Security (Refer to Clause 6.2) - Insurance (Refer to Clause 8.6) - Cash flow projection - Agreement of Indemnity in Terms of Occupational Health and Safety Act 1993
5.3.2	The time to submit the documentation required before commencement with the Works execution is 14 days of receipt of the signed Form of Offer and Acceptance. The commencement of the works shall be subject to the approval required in terms of the applicable Construction Regulations, as detailed in clause 1.1.1.14.
5.4.4	“The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.”
5.8.1	The non-working days are Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December and ending on 5 January

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. <table> <tr><td>January</td><td>4 days</td></tr> <tr><td>February</td><td>4 days</td></tr> <tr><td>March</td><td>4 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>4 days</td></tr> <tr><td>June</td><td>2 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>2 days</td></tr> <tr><td>September</td><td>2 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>4 days</td></tr> <tr><td>December</td><td>4 days</td></tr> </table>	January	4 days	February	4 days	March	4 days	April	4 days	May	4 days	June	2 days	July	2 days	August	2 days	September	2 days	October	4 days	November	4 days	December	4 days
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	Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.																								
5.13.1	The penalty for failing to complete the Works is R1000.00 per day per day up to a limit of 30 normal working day, upon which automatic termination may be effected by the Employer. A fixed penalty of R 500 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works. In addition a time-related penalty of R 300 per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.																								
5.16.3	The latent defect period is 10 years.																								
6.5.1.2.3	The percentage allowances to cover all overhead charges is up to 10%																								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.2.1	The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Completion.
6.8.2	Contract Price Adjustment is not applicable in this contract.
6.8.3	"Special materials (such as steel products) shall be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The percentage retention on the amounts due to the Contractor is 10% on each payment. The limit on retention is: 5% of the Contract Price, if a Performance Guarantee is provided, and valid and 10 % of the Contract Price, if a Performance Guarantee is not provided.
6.10.4	<i>Add the following to clause 6.10.4:</i> Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report as described in the Scope of Work.
8.2.1	"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities. All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard. Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."

Contractor

Witness 1

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Employer

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Witness 2

8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is zero (R0.00)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is zero (0.00) rand.
8.6.1.3	The limit of indemnity for liability insurance is R 5 000 000.00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: - All Risk Insurance - The insurance of materials on site is necessary.
8.6.1.6	“Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.”
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
	Variations to the Conditions of Contract are:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4.2	<i>Add the following to Clause 4.4.2 after the last sentence:</i> "The Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be unreasonably withheld. A Subcontractor within the jurisdiction of OR Tambo DM shall be appointed by the Contractor subject to meeting the requirements of the Client."
4.5.4	<i>Replace the contents of Clause 4.5.4 with</i> "For this contract he fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities".
5.3.3	Time to instruct commencement of the Works <i>Add the following to Clause 5.3.3 after the last sentence:</i> "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."
5.12	<i>Add the following:</i> "In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items."
5.12.2	<i>Replace sub-clause 5.12.2.4 with the following:</i> "Any disruption of labour on a regional or national level due to political unrest, organised mass action or related incidents which is considered to be beyond the Contractor's control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control."
5.14.1	Practical Completion <i>Replace the last sentence of the second paragraph:</i> "Should the Employer ... on the Due Completion Date." <i>with the following:</i> "Should the Employer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."

Contractor

Witness 1

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Employer

Witness 1

Witness 2

5.14.2	Issue of Certificate of Practical Completion <i>Replace "the Employer's Agent" in the second line with the following:</i> ", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"
5.14.4	Certificate of Completion <i>Replace "the Employer's Agent" in the second and third line of the first paragraph with:</i> ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
6.10.4	Delivery, dissatisfaction with and payment of payment certificate <i>Replace "28 days" in the seventh line with "30 days".</i>
6.11	Variations exceeding 15 per cent <i>Replace "15 per cent" in the heading, the marginal heading and the tenth line with "20 per cent".</i>
Add the following clause: 6.12	<u>Payment for the labour-intensive component of the works:</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. <u>Contractor's default in payment to labourers and employees:</u> Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene. The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract. <u>Applicable labour laws:</u> <i>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i>
Add the following sub-clause: 10.5.4	The decision of the Adjudicator shall be enforceable with immediate effect as a matter of contractual obligation between the parties. However, if the dispute is still unresolved after Adjudication, the matter shall be referred to arbitration or court proceedings, whichever is applicable in terms of the contract.

Clause 42: The additional clauses to the General Conditions of Contract are:

- EPWP construction

CLAUSES APPLICABLE TO EPWP CONTRACTS

Payment for the labour-intensive component of the works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) More than forty hours in any week
- (b) On more than five days in any week; and
- (c) For more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8 Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) The worker's daily task rate, if the worker works for less than four hours;
- (b) Double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) Absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) On an earlier date –
 - (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) If agreed to between employer and worker; or
- (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) The employer's name and address and the name of the SPWP;
- (b) The tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) The training that the worker will receive during the SPWP.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) The worker's name and position;
- (b) In the case of a task-rated worker, the number of tasks completed by the worker;
- (c) In the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) At the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) In a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) The period for which payment is made;
- (b) The numbers of tasks completed or hours worked;
- (c) The worker's earnings;
- (d) Any money deducted from the payment;
- (e) The actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14.10 Payment will be not be made to contractor, unless monthly report reflects time and number of labour utilized on site as per Labour Intensive Requirement

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) Repay any payment except an overpayment previously made by the employer by mistake;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- (f) Pay the employer or any other person for having been employed.

16 Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) Work in a way that does not endanger his/her health and safety or that of any other person;
- (b) Obey any health and safety instruction;
- (c) Obey all health and safety rules of the SPWP;
- (d) Use any personal protective equipment or clothing issued by the employer;
- (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) The worker's full name;
- (b) The name and address of the employer;
- (c) The SPWP on which the worker worked;
- (d) The work performed by the worker;
- (e) Any training received by the worker as part of the SPWP;
- (f) The period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data								
1.1.1.9	The name of the Contractor is:								
1.2.1.2	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:								
1.1.1.14	The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.								
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Deduction of 10% of the contract sum incl. VAT from the 1st certificate</td><td></td></tr> <tr> <td>Cash deposit of% of the Contract Sum plus retention of% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Deduction of 10% of the contract sum incl. VAT from the 1 st certificate		Cash deposit of% of the Contract Sum plus retention of% of the value of the Works.		Fixed Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"								
Deduction of 10% of the contract sum incl. VAT from the 1 st certificate									
Cash deposit of% of the Contract Sum plus retention of% of the value of the Works.									
Fixed Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works.									
6.5.1.2.3	The percentage allowance to cover overhead charges is%.								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African institution of civil engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, Private Bag x200, Halfway House, 1685, at www.saice.org.za.

Appendix 3

General Conditions of Contract for Construction Works, Third Edition (2015) PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

1. VARIABLE PERFORMANCE GUARANTEE

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
R.....
(Amount in words)
- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
R.....
(Amount in words)
- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 CESSION OF OWNERSHIP

PRO FORMA CESSION OF OWNERSHIP

TO:.....(CONTRACTOR)

SUBJECT : CDB ROAD MAINTENANCE

MATERIALS SUPPLIED TO SITE

.....

In order to facilitate payment for materials on site in terms of Clause 6.10.(2) of the General Conditions of Contract, it is hereby confirmed that, although materials may have been supplied on Credit to

..... (Contractor)

ownership of such materials, when delivered for use in the above Contract will vest with

.....(Contractor)

In the event of such materials being delivered on site or any authorised extended site in terms of the Contract, ownership thereof will then vest with

(the Employer) in terms of Clause 8.2.(1) of the said General Conditions of Contract.

Yours faithfully

(SUPPLIER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.5 FORM 1: OVERALL PROJECT WORKER SCHEDULE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BENEFICIARY LIST

Name of Contractor
Project Name
Project Number
Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Signature of CLO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.6 FORM 2: MONTHLY PAYMENT REGISTER FORM (LOCAL LABOURERS ONLY)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PAYMENT REGISTER

Contractor Name
Period
Project Number
Month:

[illegible]

Signature of CLO ???

Signature of Contractor to verify accuracy

Signature of Consultant

Signature of Contractor for receipt of monies

C 1.7 FORM 3: DAILY SITE ATTENDANCE REGISTER FORM

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Contractor

Witness 1

Witness 2

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Employer

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Witness 1

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Witness .

DAILY SITE ATTENDANCE REGISTER

Name of Contractor
Project Name

Validation: Cannot
be more than 23
days per person per
month.

Project Number
Month:

1 = At Work
SL = Sick Leave
A = Absent
P = Public Holiday
L = Leave
2 = Training
SC = Site Closed

	Surname	Initials	ID Number	Birth Date	Rate per day (R)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Work days	Total Training Days	Total work days & training days
1																																					0	0	0
2																																					0	0	0
3																																					0	0	0
4																																					0	0	0
5																																					0	0	0
6																																					0	0	0
7																																					0	0	0
8																																					0	0	0
9																																					0	0	0
10																																					0	0	0
11																																					0	0	0
12																																					0	0	0
13																																					0	0	0
14																																					0	0	0
15																																					0	0	0
15	TOTALS																																				0	0	0

Signature of CLO

Week 1: Signature of Contractor

Validation: Total work days 0
Total training days 0
Total work days + training days 0
Variance 0
Variance must be 0

Week 1 -2: Signature of Contractor Organisation

Week 2: Signature of Contractor

Week 3: Signature of Contractor

Week 3-4: Signature of Contractor Organisation

Week 4: Signature of Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.8 FORM 4: LABOUR MONTHLY SUMMARY SHEET

LABOUR MONTHLY SUMMARY SHEET

Name of Contractor
Project Name
Project Number
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code
1											0		
2											0		
3											0		
4											0		
5											0		
6											0		
7											0		
8											0		
9											0		
10											0		
11											0		
12											0		
13											0		
14											0		
15											0		
16											0		
17											0		
18											0		
19											0		
20											0		
											0		
20	Totals for month									0	0	0	

Signature Consultant

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN
GOV. GAZETTE 7721 OF 18 JULY 2003)**

The signatory for the company in terms of the above-mentioned Act shall confirm his / her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on

Mr/Ms whose signature appears

below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.10 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
(ACT No. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)**

THIS AGREEMENT is made at on this the day
of.....in the year..... between

the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

(hereinafter called "the Employer") of the one part, herein represented by

.....in his/her capacity as

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and

(hereinafter called "the Mandatory") of the other part, herein represented by

.....in his/her capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data, to either;
 - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), or
 - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
- 3 The Mandatory declares himself/herself to be conversant with the following:-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a)** All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
- i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- b)** The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his/her sub contractors.
- 4** In addition to the requirements of Clause 8.2 of the GCC (as amended by the Contract Data contained in Volume 3 of the contract documents pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5** The mandatory is responsible for the compliance with the Act by all his/her sub-contractors, whether or not selected and/or approved by the Employer.
- 6.** The mandatory warrants that all his/her own and his/her sub-contractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7.** The mandatory undertakes to ensure that he/her and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a)** The mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b)** All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c)** The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his/her employees and/or his/her sub-contractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS)1..... 2.....

Contractor

Witness 1

Page

Witness 2

Employer

Witness 1

Page 10

Witness 2

**C1.11 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE
CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION
ACT AND ENVIRONMENTAL MANAGEMENT ACT**

The signatory for the company in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on,
Mr./Ms whose signature appears below, has been
duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF
SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT
ACT on behalf of(the Contractor)

SIGNED ON BEHALF OF THE COMPANY

IN HIS/HER CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

WitnessWitness

Name Name

**C1.12 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA,
ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

THIS AGREEMENT made at.....

On this the day of in the year.....

Between the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part,

herein represented by in his/her capacity as

and delegate of the Employer in terms of the Employer's standard powers of delegation

and.....

(hereinafter called "the Mandatory") of the other part,

herein represented by in his/her capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data to either:
 - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), as contained in this volume of the contract documents pertaining to this Contract, or
 - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
3. The Mandatory declares himself/herself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)² * the Environmental Conservation Act (Act No 73 of 1989) and the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as "The Act", together with its amendments of The Act.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. In addition to the requirements of Clause 8.2 of the GCC (as amended in the Contract Data contained in Volume 3 of the contract documentation pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with an Environmental Management Plan.
5. The Mandatory is responsible for the compliance with the Act and Environmental Management Plan by all his/her sub-contractors, whether or not selected and/or approved by the Employer.

* Refer to note ² overleaf for Section 24 of the Constitution.

²Environment: Extract from Section 24 of the Constitution of the Republic of South Africa.

24. Everyone has the right –
- (a) to an environment that is not harmful to their health or well-being; and
 - (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –
 - (i) prevent pollution and ecological degradation;
 - (ii) promote conservation; and
 - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS)1..... 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS)1..... 2.....

PART C2: PRICING INSTRUCTIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

- 1) The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2) The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- 7) The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities.

- 8) For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Projector Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9) The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 10) Expanded Public Works Programme (EPWP) Implications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities or Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

- 11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
- 12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
- 13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

Where a particular make of item is specified, the words “or similar approved” shall mean approval by the Engineer in writing.

C2.2 BILL OF QUANTITIES

NB The BOQ must be completed in full using BLACK INK and the summary sheets completed and signed.

THE BILL OF QUANTITIES FORMS PART OF VOLUME 3 PART A AND IS RETURNABLE

**CBD ROAD MAINTENANCE
CONTRACT NO.
SUMMARY OF SCHEDULE OF QUANTITIES**

Section	Description	Amount
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMODATION OF TRAFFIC	
3900	PATCHING AND REPAIRNG EDGE BREAKS	
4200	ASPHALT BASE AND SURFACING	
C1000	DAYWORKS	
SUBTOTAL-A	CONSTRUCTION COST COST	
	ADD 10% CONTIGENCIES	
SUBTOTAL-C	CONSTUCTION COST + CONT.	
	ADD 15% VAT	
	TOTAL PROJECT COST INC. VAT	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
	Relocation and protection of services				
B12.01	(a)Protection, removal, realignment and replacement of Services	Prov. Sum	1	35 000.00	R 35 000.00
	(b)Handling costs and charges for the Contractor on item B12.01	%	35000		
	Institutional Social Development (IDS)				
B12.02	(a) Institutional Social Development	Prov. Sum	1	45 000.00	R 45 000.00
	(b)Handling costs and charges for ISD B12.01	%	45000		
CARRIED FORWARD TO SUMMARY :					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Relocation and protection of services (a)Protection, removal, realignment and replacement of Services	Prov. Sum	1	35 000	R 35 000.00
	(b)Handling costs and charges for the Contractor on item B12.01	%	35000		
B12.02	(a) Institutional Social Development	Prov. Sum	1	50 000	R 50 000.00
	(b)Handling costs and charges for ISD B12.02	%	50000		
CARRIED FORWARD TO SUMMARY :					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The contractor's general obligations:				
	(a) Fixed obligations	Lump sum	1		
	(b) Value-related obligations	Lump sum	1		
	(c) Time-related obligations	Month	5		
B13,02	Health and safety				
	(a) Fixed obligation for preparation of risk assessment, H&S, etc	Lump sum	1		
	b) Time related obligation for updating risk assessment, safe work procedures, etc	Month	5		
	c) allow for compliance with COVID- 19 specifications	Lump sum	1		
B13,03	Project sign boards	No	1		
CARRIED FORWARD TO SUMMARY :					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1500	ACCOMODATION OF TRAFFIC				
B15.01	Accommodation of traffic and maintaining temporary deviations for the road network	km	1		
B15.03	Temporary traffic-control facilities	lump sum	1		
B15.14	Traffic safty officer	Month	5		
CARRIED FORWARD TO SUMMARY :					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B3900	PATCHING AND REPAIRNG EDGE BREAKS				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

39.01	Sawing asphalt or cemented pavement layers for patching:				
	(a) Sawing asphalt to an average depth:				
	(i) Not exceeding 50mm	m ²	920		
	(ii) Exceeding 50mm but not exceeding 100mm	m ²	920		
	(i) Exceeding 100mm	m ²	920		
	(b) Sawing cemented pavement layer to an average depth:				
	(i) Not exceeding 50mm	m ²	920		
	(ii) Exceeding 50mm but not exceeding 100mm	m ²	920		
	(i) Exceeding 100mm	m ²	920		
39.04	Compact the floor of excavation for patching	m ²	1875		
33.05	Cutting back the edges of existing surfacing for the repairing of edge breaks	m	100		
B39,06	Repair of road failures with: Continuously graded medium asphalt with 5,5% 50/70 pen. Bitumen				
	(a) (40mm depth)	m ²	2500		
	Asphalt base course material with 5,0%50/70 pen. Bitumen (70mm depth)				
	(b) As for (a) above but without excavation cost (putty patch)	m ²	500		
	(c) The repair of road failures with 200mm thick crushed stone (G2 material) obtained from commercial source, treated with 28kg/m ³ of CEM II cement and 70l/m ³ of 60% stable grade emulsion and compacted to 86% of apperent relative density	m ²	150		
B39,07	Supply of 60% stable grade emulsion for item B39,07	m3	388		
B39,08		litre	6000		
39/B34,14	Pavement layer constructed from gravel or crushed gravel taken from commercial sources including all haul				
	.-200mm thick (G5 layer)	m3	650		
CARRIED FORWARD TO SUMMARY :					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	ASPHALT BASE AND SURFACING				
42.04	Tack coat of 30% stable-grade emulsion (application rate 0,65l/m²)	litre	5000		
42.05	Binder variations (penetration grade bitumens)	t	5		
42.06	Variations in active filler content:				
	(a) Cement	t	1		
	(b) Lime	t	1		
42.07	Trial sections				
	(b) 40 mm surfacing	m²	200		
B42,08	100 mm Cores in asphalt paving	No	10		
B42,11	Asphalt constructed for rehabilitation purpose in accordance with the provisions of subclauses				
	4213(f)(ii) or 4213(f)(iii)				
	Surfacing or overlay constructed with new asphalt (maximum size 13,2 mm, various binders)				
	(b)				
	(i) Continuously graded				
	(.1.) 50/70 pen. Binder	t	100		
B42,12	Extra over item 42.01, 42.02, 42.10 and 42,11 for placing small quantities of asphalt specially produced as specified in subclause 4206(d) of less than:				
	(a) 10tons	t	80		
	(b) 100tons	t	80		
42.15	Application of prime coat and/or tack coat to the edges of a layer	litre	200		
CARRIED FORWARD TO SUMMARY :					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1000	DAYWORKS				
C10,01	Personnel during normal working hours				
	(a) Unskilled labour	hr	4		
	(b) Semi-skilled labour	hr	2		
	(c) Skilled labour	hr	4		
	(d) Flag-person	hr	4		
C10,03	Plant:(Working)				
	(a) Tipper Trucks				
	(i) 6m capacity	hr	4		
	(ii) 10 m capacity	hr	4		
	(b) TLB	hr	4		
	(c) Front end Loader	hr	4		
	(d) Grader	hr	4		
	(e) Excavator	hr	4		
	(f) Water Trucks (7000 litre)	hr	4		
	(g) Vibratory roller (Bomag 212 or similar)	hr	4		
	(h) 5 tonne truck	hr	4		
	(i) Milling machine(2,0 m)	hr	4		
	(j) Smooth Roller	hr	4		
	(k) Bob Cat	hr	4		
	(l) Concrete swag Cut	hr	4		
	(m) 1 tonne Pick-up truck, single-cab without canopy (Bakkie)	hr	4		
	(n) 2 tonne Pick-up truck, single-cab without canopy (bakkie)				
C10,04		hr	4		
	Material:				
	(a) Procurement of materials	Prov. Sum	1	50000.00	R 50 000.00
	(b) Contractor's handling costs< profit and all other charges in respect of item C10,04	%	50000		
CARRIED FORWARD TO SUMMARY :					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2