



CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

MLM/SCM/16/2020

CIDB GRADE: 7 CE PE OR HIGHER

JUNE 2021

**THE MUNICIPAL MANAGER
MARULENG LOCAL MUNICIPALITY
P O BOX 627
HOEDSPRUIT
1380**

Contact: Malatjie K.E.
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**TSHASHU CONSULTING AND PROJECT
MANAGERS**

06 Hans van Rensburg Street, Suite No 11
Polokwane
0700

Contact: Mr. P.D. Neluheni
Tel: (015) 291 4365
Fax: (015) 291 5392
Email: admin@tsconsulting.co.za

Tenderer _____

CIDB Registration Number: _____

CSD Number: _____

Total of the prices inclusive of value added tax: R _____

Amount in Words _____



Municipal
Infrastructure
Grant



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfillment

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MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

INVITATION TO BID				
These bids are subject to the pppfa as amended and preferential procurement regulation 2017 and the general conditions of contract and if applicable to any special conditions of contract.				
MLM/SCM/16/2020	CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2	Tshashu Consulting and Project Managers 015 291 4365 / admin@tsconsulting.co.za	Estimated CIDB Grading of 7 CE PE or HIGHER or Higher	Site: 24° 14' 04.51" S 30° 23' 59.28" E There will be NO Briefing due to COVID-19 Regulations.
<p>BID DOCUMENTS WILL BE AVAILABLE FROM FRIDAY, 11 JUNE 2021 AT A NON-REFUNDABLE BID FEE OF R 500.00</p> <p>The Projects will be subjected to functionality (quality) evaluation whereby a minimum qualifying score of 70% will be required for bidders to be further evaluated for procurement points, a minimum qualifying score of 70 points on The functionality criterion is as follows per project and further explained in the bid document.</p>				
Company Experience				40
Plant and Equipment necessary for construction				30
Specific personnel knowledge				20
Bank rating/Financial Standings				10
Total Points for Functionality				100
<p>The Municipality will adjudicate and awards bids in accordance with the BBBEE status level of contributor on 80/20 where 80 will be allocated to price and 20 to BBBEE of level of the contributor. Bids will remain valid for 120 days after closing date.</p> <p>Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the: Maruleng local municipality, 65 Springbok Street, Hoedspruit , 1380 where bids will be opened in public. Bids not clearly marked and sealed envelopes will not be considered.</p> <p>Documents will be available from the Cashiers offices from 08:00 to 15:30 weekdays and on www.eTenders.gov.za. NB: Bidders should ensure that bids are delivered on time to the correct address. Late bids will not be accepted. Maruleng local Municipality does not have bind itself to accept the lowest or any tender and reserve the right to accept any tender in whole.</p>				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN	TECHNICAL SERVICES		
CONTACT PERSON	MOHLABE K.	MALATJIE K.E.		
TELEPHONE NUMBER	015-793-2409	015-793-2409		
Municipal Manager: MAGABANE T.G.				

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Sub clause	Data
F.1.1	The employer is the Maruleng Municipality
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.7 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p style="padding-left: 20px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 20px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 20px;">C3.1 Description of Works</p> <p style="padding-left: 20px;">C3.2 Engineering</p> <p style="padding-left: 20px;">C3.3 Procurement</p>

	<p>C3.4 Construction C4.5 Management</p> <p>Part C4: Site information C4.1 Site Information C4.2 Locality Plan</p> <p>Part C5: Annexures C5.1 : Pro forma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is: Name: Tshashu Consulting and Project Managers Address: 06 Hans Van Rensburg Street, Suite No.11</p> <p style="text-align: center;">Polokwane</p> <p style="text-align: center;">0700</p> <p>Tel: (015) 291 4365 Fax: (015) 291 5392</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 CE PE or HIGHER class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the 7 CE PE or HIGHER class of construction work; and <p>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 7 CE PE or HIGHER class of construction work are eligible to submit tenders</p>

F.2.7	<p>There will be NO compulsory clarification meeting due to COVID-19 National Lockdown Regulations.</p> <p>Location: site coordinates: 24° 14' 04.51" S and 30° 23' 59.28" E</p> <p>Date: None</p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F2.13.1	No tenderer may submit more than one tender as set out in this clause in the Standard Conditions of tender
F2.13.2	Tender documents do not have to be returned should the purchaser of the document not wish to tender.
F.2.13.3	<p>a) Submit original tender, no copies of tenders will be accepted</p> <p>b) Tenderers shall <u>not</u> disassemble this Tender Document apart. Additional documentation including certificates shall be submitted in a separate, properly bound, document</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Maruleng Local Municipality, 65 Springbok Street, Hoedspruit, 1380.</p> <p>Identification details: CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2</p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 11H00 on Thursday, 22 JULY 2021 (date). Telephonic, telegraphic, telex; facsimile, e-mailed or postal tender offers will not be accepted.
F.2.16	2. 16.1a) Tenders shall remain valid for a period of One hundred twenty (120) days from the time set for the opening of Tenders and no Tender may be withdrawn during this period.

	<p>2.16.1b) Should a Tenderer amend (other than according to F 3.9) or withdraw his Tender after the time set for the receipt and opening of Tenders and during the period of its validity, but prior to his being notified of the acceptance of his original Tender, or should a Tenderer, after having been notified that his Tender has been accepted</p> <ol style="list-style-type: none"> a) give notice of his inability to execute the Consultancy Agreement / Contract in terms of his tender; or b) fail to sign a Consultancy Agreement / Contract or furnish the security within the period fixed in the conditions reflected in the form of Tender or any extended period fixed by the Employer; or c) fail to execute the Consultancy Agreement / Contract according to the documents; <p>He shall pay either the difference between his Tender and a less favourable Tender accepted in terms of the provisions of Tender sub Condition 3.1(d), or if the Employer decides to invite fresh Tenders, all additional expenses which the Employer has to incur in this regard, as well as any difference between his Tender and the accepted new Tender; provided that the Employer may fully or partly exempt a Tenderer from the provisions of this sub condition if he is of the opinion that the circumstances justify the exemption.</p> <p>2.16.1c) When, in the circumstances mentioned in Tender sub Condition 3.10(c) it is not deemed desirable to invite fresh Tenders, the Employer may accept another Tender from those already received.</p>
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tender an original valid CSD Report. <u>The tenderer must also submit with the tender a letter of good standing from Compensation Commissioner or FEMA and any other documents mentioned in these tender data.</u>
F2.24	<p>TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE</p> <p>Any Tenderer has the right to withdraw, modify or correct his Tender after it has been delivered, provided that written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of Tenders before the closing date and set for the receipt of Tenders. The original Tender as amended by such written or facsimile communication shall be considered Tenderer's offer.</p>
F.3.4	<p>The time and location for opening of tender offers:</p> <p>Time: 11H00 on Thursday, 22 July 2021</p> <p>Location: Maruleng Local Municipality offices, 65 Springbok Street, Hoedspruit, 1380. where tenders will be opened in public.</p> <p>On the closing date of the bid, service providers will not be allowed to attend the closing and opening of bid hence the national lockdown is still in place and to safeguard the health and safety of municipal officials and service providers due to the COVID-19 pandemic.</p>

F.3.11	<p>Evaluation Methodology</p> <p>Tenders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified.</p> <p>The Tender evaluation will be conducted as follows:</p> <p>1(a) First</p> <p>Tender documents that have been disassembled and copies of the tender documents will be disqualified outright.</p> <p>1(b) Second</p> <p>Tenders will be checked for compliance with Tender Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the tender non-responsive and it will not be carried forward to the next stage. (refer to 2(a) below)</p> <p>1(c) Third</p> <p>The Tenderers experience, staffing and methodology will be evaluated. Each tender will be assessed and awarded points for Functionality. Failure to achieve 70 points out of the 100 for Functionality will render the tender non-responsive. Only tenders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) below)</p> <p>1(d) Fourth</p> <p>Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20</p> <p>1(e) Fifth</p> <p>Points for BBEE will be awarded in accordance with the status level of contribution. refer to 2(d) below)</p> <p>1(f) Final</p> <p>The Tender will be awarded to the short-listed Tenderer who has scored the highest points for price and BBEE status, unless there are justifiable, objective reasons to award the tender to another Tenderer. However, the Employer retains the right not to accept any Tender. Refer to (2e) below)</p> <p>2(a) Compliance with Tender Conditions and other Requirements</p> <p>The tender will be checked to ensure that they comply with the Tender Conditions and all other requirements of the project document. In particular, the following documentation must be completed, signed and included in the tender:</p>
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NB: Non-compliant to the administrative requirements will automatically disqualify the bidders.

The Tenders will be evaluated using a two-stage system as per Preferential Procurement Regulations 2011 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2017 as follows;

Option 1:

The employer shall:

- a) Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data
- b) Check the responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the conditions of tender and tender data.
- c) Obtain clarification from the Tenderer in accordance with the conditions of tender and tender data
- d) Evaluate responsive tenders in accordance with the conditions of tender and tender data.

Responsive tenders will be evaluated according to the MFMA, Circular No.53 of the Municipal Act No.56 of 2003.

First stage – Compliance to administrative requirements

Bidders will be evaluated on the following administrative compliance

- CSD Registration
- Power of attorney / authority for signatory of JV
- Valid Tax Clearance attached (If JV, for Both) OR SARS PIN
- CIDB grading certificates relevant for the bid (if JV, for Both)
- Form of offer Completed in figures and words
- Document filled in with a black pen
- All pages of the tender document to be signed or initialed
- Schedule of construction plant included (Proof of ownership to be attached or other Arrangement)
- Schedule of Company Experience: Active and completed projects should be supported by Appointment letters and completion certificates (attachment)
- Certified copy of B-BBEE Certificate (If JV, certified copy of consolidated B-BBEE Certificates)
- Copies of Cipro Documents (If JV, for both)
- Certified ID Copies of all directors/members/shareholders of company/business/ (If JV, for Both)
- Proof of bank rating for determining Bidders Financial capability to successfully deliver the Project
- Letter of intent for Providing Guarantee
- Letter of Good Standing with Compensation Commission (Compensation for Injuries and Disease Act)
- Organogram, curriculum vitae and certified qualification of key personnel
- Copy of a municipal account of the company and that of its director/s not in arrears and not older than three (03) months; or in the event that the bidder is leasing, a lease agreement along with the account of the leased property should be attached; or a confirmation letter from the local municipality not older than three months confirming that services are not charged/ levied and bidder does not owe.
- Proof of purchased bid receipt
- Price amendment without signature in the bills of quantity

- Certificate of non-collusion
- Non completion of MBD documents
- Alteration to the bid document or submission of a copy of the original bid document will Amount to disqualification
- 3 year audited financial statement

Failure to comply with the Tender Conditions or to supply the necessary information at tender closure WILL result in the tender being rejected. Non submission of any of the forms listed above will result in the Tender being rejected as non-responsive.

2(b)Second Stage in Evaluation: Quality or Functionality: Points System

A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.

The Bidder must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favourably. For a definition of all terms, refer to Scope of Works. Bidders' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the bid requirements:

1. Organogram and CV"s for key personnel
2. Project programme, indicating the work to be done, how it will be executed and managed. It is a requirement that the same personnel provided during tender stage be provided during construction. Where the identified personnel are no longer in the employ of the tenderer, MLM reserves the right to request personnel with similar experience or more. In case of failure to provide, MLM reserves the right to terminate the contract.
3. Schedule of estimated monthly expenditure. The cash –flow must be realistic taking into consideration the programme works and to determine whether the cash flow meets the standard norms of the industry, e.g. S-curve, etc.
4. Bidder's quality management plan for the services to be rendered. The bidder shall describe his quality management plan to ensure successful execution of the project.
5. Capability statement of the company with regard to this type of work in general, and the specifications of this bid in particular. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa for similar roads authorities in the past 10 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for this project. Four/Six (4/6) points will be allocated for each qualifying project to a maximum of twenty/thirty (20/30)
6. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to be used specifically for this project.
7. Bank rating: Tenderer's bank to complete Form T2.2 C

It is important that the tenderer provides information as requested as this information will be used for functionality in which a minimum of 70 points must be scored to

move to the next stage of evaluation. The scoring will be according to the table below:

EVALUATING CRITERIA	SCORING CRITERIA				WEIGHT																		
<p>Company Experience NB: The tender must submit four (4) projects with a minimum value of R 20 000 000.00 per project Note 1: Points are allocated not based on the number of relevant project but confirmation of the mentioned criteria Note 2: Referees provided, to be contactable to confirm the value and the completion certificates provided.</p>	No	Scoring criteria	Weight	Score	40																		
	1	Tenderer scores half points per project, where information regarding the company's experience is provided with no supporting documents provided (i.e. Appointment letter or completion letter)	0																				
	2	Tenderer scores half points per project, where information regarding the company's experience is provided with partial supporting documents provided (i.e. Appointment letter or completion letter)	20																				
	4	Tenderer scores full points per project, where information regarding the company's experience is indicated and copies Appointment letter and completion letter is submitted.	40																				
	TOTAL																						
<p>Financial Capacity- Tenderer to submit proof of bank of rating not older than three (3) months Bank letter should be of the lead partner in case of Joint Venture</p>	<table border="1"> <thead> <tr> <th>Bank Rating</th> <th>Weighting</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Bank Rating = A, B, C</td> <td>10</td> <td></td> </tr> <tr> <td>Bank Rating = D</td> <td>5</td> <td></td> </tr> <tr> <td>Bank Rating = E</td> <td>2</td> <td></td> </tr> <tr> <td>Bank Rating = F to G</td> <td>0</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL</td> <td>10</td> </tr> </tbody> </table>			Bank Rating	Weighting	Score	Bank Rating = A, B, C	10		Bank Rating = D	5		Bank Rating = E	2		Bank Rating = F to G	0		TOTAL		10		10
	Bank Rating	Weighting	Score																				
	Bank Rating = A, B, C	10																					
	Bank Rating = D	5																					
	Bank Rating = E	2																					
Bank Rating = F to G	0																						
TOTAL		10																					
<p>Specific Personnel Knowledge Certified copies of academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated</p>	Designation	Designation		Score	20																		
	Site Agent	<p>Site Agent Points: 8 0: No Formal Education 2: Certificate N6 Civil Engineering 4: N. Dip Civil Engineering with less than 5 years' exp 6: N. Dip Civil Engineering with more than 5 years' exp 8: BSc Eng./ BTech Civil Engineering with more than 10 years' exp</p>																					
	Construction Supervisor	<p>Site Foreman Points: 4 0: No Formal Education 2: Certificate N6 Civil Engineering 4: N. Dip Civil Engineering with more than 5 years' exp</p>		20																			
	Construction Safety Officer	<p>Safety Officer Points: 2 0: No Formal qualification 4: Relevant qualification with more than 5 years' exp</p>																					
	LIC Supervisor	<p>NQF LEVEL 5: Points: 2 2: Proof of qualification should be attached</p>																					
	LIC Supervisor	<p>NQF LEVEL 7: Points: 4 4: Proof of qualification should be attached</p>																					

List of plant –	Required Plant			Score						
	Required Plant	Weighting	Score							
1.Tenderer to submit proof of ownership with certification not older than three months 2.And in case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than 3 months 3. Bidders will score full points where the total minimum plant required has a letter of intent and also proof of ownership by a rental company.	1 x Compactor/ Grid Roller	4		30						
	1 x Excavator	5								
	1 x TLB	4								
	2 X Tipper Truck	4								
	1 x LDV's	4								
	1 x Water Truck	4								
	1 x Grader	5								
	TOTAL	30								
Functionality Threshold (Minimum Score)			70							
Total Points for Functionality			100							
<p>Bidders must score a minimum of 70 percentage points out of the 100 percentage to qualify for further adjudication.</p> <p>2(c) Fourth Stage in Evaluation: Price</p> <ul style="list-style-type: none"> ▪ The following must be completed in full ▪ The pricing schedules ▪ The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated. <p>1. GENERAL CONDITIONS</p> <p>1.1 The following preference point systems are applicable to all Tenders:</p> <ul style="list-style-type: none"> - the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included). <p>1.2 The value of this Tender is estimated to exceed R1 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>1.3 Preference points for this Tender shall be awarded for:</p> <ul style="list-style-type: none"> (a) Price; and (b) B-BBEE Status Level of Contribution. <p>2.3.1 The maximum points for this Tender are allocated as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;"><u>POINTS</u></th> </tr> </thead> <tbody> <tr> <td>2.3.1.1 PRICE</td> <td style="text-align: right;">80</td> </tr> <tr> <td>2.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td> <td style="text-align: right;">20</td> </tr> </tbody> </table>						<u>POINTS</u>	2.3.1.1 PRICE	80	2.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
	<u>POINTS</u>									
2.3.1.1 PRICE	80									
2.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20									

	<p>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 90 points is allocated for price on the following basis:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50%;">80/20</td> <td style="text-align: center; width: 50%;">90/10</td> </tr> <tr> <td style="text-align: center;">$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$</td> <td style="text-align: center;">$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$</td> </tr> </table> <p style="text-align: center;">Or</p> <p>Where</p> <p>P_s = Points scored for comparative price of Tender under consideration P_t = Comparative price of Tender under consideration P_{\min} = Comparative price of lowest acceptable Tender</p> <p>2(d)Fifth Stage in Evaluation: BBBEE (Ph)</p> <p>The tenders will then be evaluated in terms of the Construction industry scorecard and the PPPFA regulation 34350 issued on 8 June 2011/Latest issued, with the values of <i>Ph</i> indicated as the number of points shown below.</p> <p>Tenderers shall provide a certified copy of their BBBEE certificate to facilitate evaluation.</p> <p>2(e)Final Stage in Evaluation: Calculation of Final Total Points</p> <p>The final score or final total points for each tender will be calculated by adding the scores from the; calculations.</p>	80/20	90/10	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
80/20	90/10				
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$				
	<p>The Client does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.</p>				
	<p>The Works shall be completed within 2 consecutive financial years as envisaged by the employer, measured from commencement/site hand-over date to due completion date.</p>				

F.3.18	The number of paper copies of signed contract to be provided by the Engineer is the original contract plus three signed copies.
Mun. Special No.1	<p>SMME's: It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as "having their head office within the Limpopo Province boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is Thirty per cent (30%) of the total contract value. This can be achieved through either one or more sub-contractors.</p> <p>Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. Commitment to these goals will be a condition of award.</p>
Mun. Special No.2	<p>Local Labour Content: The minimum Local Labour content for this project shall be as determined by EPWP</p>



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES.....	T.15
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.45
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.57



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

T2.1 LIST OF RETURNABLE SCHEDULES

T2.1 A	CERTIFICATE OF AUTHORITY	T.16
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.19
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME'S (15%))	T.20
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.21
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.22
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.23
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.24
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE.....	T.25
T2.1 I	CERTIFICATE OF NON-COLLUSIVE TENDER	T.26
T2.1 J	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.31
T2.1 K	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.32
RDP1(E)	SCHEDULE OF LOCAL LABOUR CONTENT	T.35
RDP2(E)	EMPLOYMENT OF SMME'S	T.36
RDP3(E)	BROAD BASED BLACK ECONOMIC EMPOWERMENT	T.38
T2.1 L	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS	T.42

NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Ms.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

NOTE: This certificate is to be completed and signed by all the key members upon who rests the direction of the affairs of the Company as a whole. Use own company letter head

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading ashereby authorise Mr/Ms....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon who rests the direction of the affairs of the partnership as a whole. Use own partnership letter head

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the companyacting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contractand any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Joint Venture as a whole. Use own Joint Venture letter head

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the sole proprietor as a whole. Use own sole proprietor letter head

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole. Use own company letter head

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (NO MEETING DUE TO COVID-19 REGULATIONS)

This is to certify that..... (Tenderer)

Of..... (Address)

.....
Was represented by the person(s) named below at the compulsory meeting held for all tenderers at (Location) on..... (date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

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

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

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

Capacity..... Date & Time.....

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL SMME'S (30%))

NOTE: This table is **NOT TO BE USED** to capture **SMME Subcontractors/Suppliers** contributing towards the **SMME project goal**

SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM: RDP 2 (E) EMPLOYMENT OF SMME'S

<p>We notify you that it is our intention to employ the following subcontractors for work in this contract.</p> <p>If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.</p>			
	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and is required for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

NB: Tenderer to submit proof of ownership with certification not older than three months and in case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than 3 months

Signed..... Date.....

Name..... Position.....

Tenderer.....

T2.1 F 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 of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....

T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

The combined extended total tendered for Item 13.01 for the contractor's general obligations;
i.e.

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT)

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):
.....% (insert percentage).

SIGNED ON BEHALF OF TENDERER

T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons , body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

T2.11 (b) CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 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 Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

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

.....

Position

.....

Date

.....

Name of Bidder

T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

Attach a valid letter of good standing from the Compensation Commissioner or FEMA

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in the municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) applies to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, including VAT, for which the contractor proposes to engage labour and SMMEs

K2.2 Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for labour expenditure is **15%** of the contract value. This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as hourly paid personnel including the CLO.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

Penalties: The penalties for not reaching the required labour target values will be calculated at **300%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned accumulative monthly figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

K2.3 SMME

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

Definition: A "Small [business] Enterprise" means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

Size of class	Total full time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)
Medium	200	R26m	R5m
Small	50	R6m	R1m
Very Small	20	R3m	R0,5m
Micro	5	R0,2m	R0,1m

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is Fifteen percent (15%) of the total contract value and this can be achieved through one or more sub-contractors. The Municipality reserves the right to terminate the contract should the contractor fail to honour the commitment as stipulated by the contractor on this page

Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. Commitment to these goals will be a condition of award.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

Penalties: The penalties for not reaching the required SMME target values will be calculated at **300%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned monthly accumulative figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

K2.4 Broad-Based Black Economic Empowerment (B-BBEE)

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- Investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contribution

The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/100 evaluation) or a maximum of 20 points (80/200 evaluation) may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBEE is the Broad-Based Black Economic Empowerment Act, No. 53 of 2003

K2.5 Target values

The values of the targets (including VAT) are expressed as follows:

- At Tender stage: As a percentage of the Tender Sum (i.e. excluding Contingencies, CPA and Rise and Fall, but inclusive of VAT) as proposed by the tenderer in his tender
- After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders and VAT)

The monetary total of these values shall be the CPG.

In this project the minimum target values (as percentage of contract value) shall be as follows:

Labour Maximisation (wages)	:	15%
SMME's	:	15%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

K3 Contract Participation Performance (CPP)

K3.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make the Contractor liable for penalties as described above.

K3.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate. The format should be confirmed with the Social Division of RAL at the time of site handover.

K4 Training

Provision is made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.

RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **15%**.

Note: This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Local Labour (skilled and unskilled)			
TOTAL PROJECT COST			
PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.
- (3) Rates for labour should be in accordance with Sectorial Determination 2 of the Civil Engineering Sector.

SIGNED ON BEHALF OF THE TENDERER:

RDP2(E) EMPLOYMENT OF SMME'S

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as "having their head office within the Limpopo Province boundaries". The minimum target for participation is thirty (30%) of the total contract value and this can be achieved through one or more sub-contractors. The municipality reserves the right to apply penalties to the value of 300% of the difference between the set target values and the actual values achieved when the contractor does not honour the commitment as stipulated by the contractor on this page

ONLY SMME subcontractors/suppliers should be employed to do the work listed in the table below. For other subcontractors, refer to T2.1C SCHEDULE OF PROPOSED SUB-CONTRACTORS (EXCL SMME's (30%))

We notify you that it is our intention to employ subcontractors for work in this contract to comply with the stipulated **15% requirement**.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

Item No.	Description of Work to be executed by SMME Subcontractors	Value of the work
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R
7.		R
8.		R
9.		R
Total value of work committed to SMME companies		R
Percentage of total contract value		%

Note: Forms RDP2 (E1), RDP2 (E2) etc. should be completed for each contractor listed above and contributing towards the **15% goal**

Signed.....

Date.....

Name.....

Position.....

RDP2 (E1): SUB-CONTRACTORS

SECTION	ITEM	SPECIFY SUB-ITEMS	AMOUNT
1200	General requirements and provisions		R
1300	Contractor's establishment on site		R
1400	Housing, offices and laboratories		R
1500	Accommodation of traffic		R
1600	Overhaul		R
1700	Clearing and grubbing		R
1800	Day works		R
2100	Drains		R
2200	Pre-Fabricated Culverts		R
2300	Concrete kerbing, concrete channelling...		R
3100	Borrow Materials		R
3300	Mass Earthworks		R
3400	Pavement Layers of Gravel Material		R
3500	Stabilization		R
4100	Prime Coat		R
4200	Asphalt Base and Surfacing		R
5100	Pitching, Stonework and Protection...		R
5200	Gabions		R
5400	Guardrails		
5600	Road signs		R
5700	Road Markings		R
5900	Finishing the Road and Road Reserve...		R
7100	Concrete pavements		
8100	Testing Materials and Workmanship		R
TOTAL FOR THIS SUB-CONTRACTOR			R
TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE			%

RDP3(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT

The tenderer shall furnish the municipality with the necessary information to enable the municipality to evaluate the submission for B-BBEE Level Contribution.

It is a requirement to attach a Broad-Based Black Empowerment Verification Certificate (issued by a service provider accredited to SANAS), indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

NOTE: If the Service Provider is not accredited by a Registered Auditor approved by IRBA or Verification Agency accredited by SANAS, no points will be given for BBEE Level Contributor.

SIGNED ON BEHALF OF THE TENDERER

T2.1: L PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

2. GENERAL CONDITIONS

2.1 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).

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

2.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

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

1.5 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

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or
operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

5.2

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (Maximum of 10 or 20points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2: A	CENTRAL SUPPLIER DATABASE (CSD) REPORT	T.46
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.47
T2.2: C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.48
T2.2: D	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T.49
T2.2: E	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T.51
T2.2: F	DECLARATION OF INTEREST.....	T.53

T2.2: A CENTRAL SUPPLIER DATABASE (CSD) REPORT

- a) A Valid CSD report should be provided with this tender.

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the MARULENG Local Municipality.

2. DETAILS OF TENDERER'S BANK ACCOUNT

- a) Account Holder Name:
- b) Name of Bank:
- c) Branch of Bank
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank:
- f) Telephone number of Bank: Code: Number:
- g) Account Number:

3. I/We hereby authorise the Employer to approach the above Bank for confirmation.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

T2.2: C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to attach either:

- Written proof of his registration with the CIDB with the relevant grade as indicated/specified in the tender document

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to attach 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 of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

T2.2: D 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 OTHERWISE THE TENDER WILL BE DECLARED NON-RESPONSIVE

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> An employee of any provincial department, national or provincial public entity or constitutional institution within the meeting of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> A member of any provincial legislature | <input type="checkbox"/> A member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> A member of the National Assembly or the National Council of Province | <input type="checkbox"/> An employee of Parliament or a provincial legislature |
| <input type="checkbox"/> A member of the board of directors of any municipal entity | |
| <input type="checkbox"/> An official of any municipal 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 stake holder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meeting of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipal 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) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that 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
- 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

T2.2: E DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(Note that in this document, the words bid and tender, bidder and tenderer; bidders and tenderers should be used interchangeably)

1. The bid of any bidder may be disregarded if the bidder, or any of its directors have-
 - a. abused the Municipality's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system, or
 - c. failed to perform on any previous contract.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).		
2.1.1	If so, furnish particulars:		
2.2	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 (No12 of 2004?) To assess this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445		
2.2.1	If so, furnish particulars:		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
2.3.1	If so, furnish particulars:		
2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
2.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Bidder

T2.2: F DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid Document? **YES / NO**

(Note: Failure to submit proof of such authority, where Applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	T.58
T2.3 B	PROJECT PROGRAMME	T.59
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.60
T2.3 D	RATES FOR SPECIAL MATERIALS	T.61
T2.3 E	QUALITY MANAGEMENT PLAN AND METHOD STATEMENT	T.62

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

T2.3 B PROJECT PROGRAMME

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, and shall be attached to the bill of quantities for the alternative proposal.

T2.3 C 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 tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15 (FINAL)	R
<p>TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT (CPA))</p>	

SIGNED ON BEHALF OF TENDERER:

T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub clause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen.

SIGNED ON BEHALF OF TENDERER:.....

T2.3 E QUALITY MANAGEMENT PLAN AND METHOD STATEMENT

Tenderer shall provide his quality management plan and method statement describing how he will ensure successful execution of the project. Highlight all work activities and inputs that may pose a threat or risk to the successful execution of the project:

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C1: AGREEMENT AND CONTRACT DATA

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MARULENG LOCAL MUNICIPALITY

**CONTRACT No. MLM/SCM/16/2020
FOR
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 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 in respect of the following works:

MLM/SCM/16/2020: CONSTRUCTION OF SOFAYA INTERNAL STREETS PHAPHASE 2 IN MARULENG MUNICIPALITY OF THE MOPANI DISTRICT MUNICIPALITY

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....
.....

Rand (in words); R (in figures)

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

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

Signature and Name of Witness: Signature

Name

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 Parts C1 to C4 above.

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

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

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

For the Employer

Signature

Name

Capacity

Name and address of organization

.....

.....

.....

Signature and Name of Witness

Signature

Name

Capacity

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

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

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

For the Tenderer:

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

Signature

Name

Capacity

Name and address of organisation:

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

For the Employer

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

Name and address of organisation

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

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

Witness Signature

Witness Name

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:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name



MARULENG LOCAL MUNICIPALITY

**CONTRACT No. MLM/SCM/16/2020
FOR
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between THE MARULENG LOCAL MUNICIPALITY (hereinafter called “the Employer” on the one part, herein represented by in his capacity as And delegate of the Employer and (hereinafter called “the Principal Contractor”) of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No:.....For (description of contract)..... in theDistrict of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor 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 of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 5.16.1 of the General Conditions of Contract for Construction Works 2015 (Third Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), 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.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor 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 Principal Contractor 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 issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Maruleng Municipality. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for,
with effect from until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).

- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Maruleng Local Municipality SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board of Maruleng Local Municipality, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

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

NAME

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

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

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

NAME

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

DATE:

Copy to: The Chief Inspector - Department of Minerals and Energy

C1.3 PERFORMANCE GUARANTEE

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Engineer” 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:

“Expiry Date” means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

C.13

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in

C.14

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)



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMEDEMMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Executive Manager: Roads Management who is our client, 'MARULENG LOCAL MUNICIPALITY' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract no **RAL/T...../20.... for the**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, [REDACTED] as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Executive Manger: Roads Management, who is our client, 'MARULENG LOCAL MUNICIPALITY' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....
NAME:

SIGNED: DATE:.....
NAME:



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
- (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
- a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

C1.5 CONTRACT DATA

C1.5.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor. Duplicate to C1.5.2
1.1.1.15	The employer is the MARULENG LOCAL MUNICIPALITY
1.1.1.16	The engineer representing the Consultant is PD Neluheni
1.2.1	The employer's address for receipt of communication is: Telephone: (015) 793 2409/237 Facsimile: (015) 793 2341 Address: P O BOX 627, HOEDSPRUIT , 1380.
1.2.1	The engineer's address for receipt of communication is: Telephone: 015 291 4365 Facsimile: 015 291 5392 e-mail: <u>admin@tsconsulting.co.za</u> Address: Suite No11, 06 Hans Van Rensburg Street, Polokwane ,0700
3.1.3	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:- 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from the municipality for the utilization of any Contingencies Etc.....
4.3	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.
5.3.1.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.
5.5.1	The Works shall be completed within 2 consecutive financial years as envisaged by the employer, measured from commencement/site hand-over date to due completion date.

Clause																					
	The availability of financial resources cannot be guaranteed by The Municipality and is also a condition for the continuation of the contract. The Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not available.																				
5.6	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over																				
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.																				
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150 The values of the co-efficient are:</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table data-bbox="405 958 1398 1160"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Tzaneen</p>		New Road Construction	Rehabilitation	Concrete Work (major structures only)	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
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d =	0,15	0,10	0,10																		

Clause	
	The base month is MAY 2021 (<i>the month prior to the month in which the closing date of the tender falls</i>)
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
6.10.3	The limit of retention money is 10% of the certified work done (including VAT).
6.10.3	A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R Nil
8.6.1.1.3	b) Professional fees included in the Contract Price is R Nil
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,” duplicate to C1.5.2
10.5.1/2	Disputes are to be referred to mediation (As per the GCC 2015)
10.5.3	The number of adjudication board members shall be 1 or 3
10.7	Disputes are to be referred for final settlement to arbitration .
Special Clause in terms of RDP	<p>Requirements in terms of government’s reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> • Local Labour Maximisation (Wages) :15% • SMME’s :15%

Clause	
	<p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.</p> <p><u>Penalties:</u></p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at 300% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than 75% of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p>

Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The contractor is
1.2.1.2	<p>The contractor's address for receipt of communication is:</p> <p>Telephone: Facsimile:</p> <p>e-mail:.....</p> <p>Address:.....</p>
5.5.1	The Works shall be completed within 10 Months as proposed by the contractor.
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is% (Maximum 15%).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.

C1.5.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Clauses 4.1.1 to 4.1.2.

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required.”

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

4.4. SUBCONTRACTING

Add the following sub clauses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

4.9.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following sub clause:

5.4.4 “If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

5.14 COMPLETION

Delete the following:

“5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5”

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"

"Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Second paragraph:

Change "15%" to "30%".

Add the following subclause:

"6.11.2 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."



MARULENG LOCAL MUNICIPALITY

CONTRACT No. MLM/SCM/16/2020

FOR

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.28
C2.2	BILL OF QUANTITIES1

C2.1 PRICING INSTRUCTIONS

- 1 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 standard specifications or the project specifications.

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

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

Lump 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.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given 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 finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should

work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used 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
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part 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 letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour-intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using 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 work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the set LI requirement, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the set LI target and constructed a LI-marked activity through other means, he **will not be paid** for that activity.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc.) shall be deemed to be included in the rates for Labour Intensive items.

C2.2 BILL OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12.00	<u>1200: GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	Provision for a Community Liaison Officer				
	(a) Provisional Sum for the payment of the Community Liaison Officer (R4500.00 per month)	Prov Sum	-		R 75,000.00
	(b) Handling costs and profit in respect of subitem B12.01(a)	%	75,000		
B12.02	Provision for cost of attending Steering Committee meetings				
	(a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings	Prov Sum	-		R 21,000.00
	(b) Handling costs and profit in respect of subitem B12.02(a)	%	21,000		
B12.03	Relocation and/or protection of services				
	(a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum	-		R 750,000.00
	(d) Handling cost and profit in respect of sub-item B12.04(a)	%	750,000		
B12.04	Contract information board	No	2		
B12.05	Relocation and/or protection of Graves				
	(a) Allow a provisional sum for Graves to be relocated/or protected as ordered by the engineer	Prov Sum	-		R 200,000.00
	(d) Handling cost and profit in respect of sub-item B12.04(a)	%	200,000		
	The Works shall be completed within 2 consecutive financial years as envisaged by the employer, measured from commencement/site hand-over date to due completion date.				
	The contract will be awarded based on 2 Year Performance Based, Annual Financial Allocation and Financial availability.				
	The (02) two year contracting will be performance based and the contractor will be subjected to annual performance evaluation at the end of each financial year for contract renewal.				
B12.06	a) Allow a Povisional sum for de-establishment of site on the first financial year	Prov. Sum			R 250,000
B12.07	a) Allow a Povisional sum for re-establishment of site on the second financial year	Prov. Sum			R 300,000
TOTAL SECTION 1200 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

SECTION 1300

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

ITEM NO	DESCRIPTION	UNIT	QUANTIT Y	RATE	AMOUNT
13.00	<u>1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	The Contractor's general obligations: (a) Fixed obligations (b) Value-related obligations (c) Time-related obligations The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tendersum.	Lump Sum Lump Sum month	15.00		
TOTAL SECTION 1300 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.00	1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation:				
	(a) Offices (Fully furnished)	m ²	15		
	(e) Ablution units	no	2		
14.02	Office furniture:				
	(a) Chairs	No	12		
	(d) Desks, complete with drawers and locks	No	1		
B14.03	Office and laboratory fittings, installations and equipment:				
	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	Prov. Sum			20,000.00
	(2) Cost of calls and other charges	Prov. sum			22,500.00
	(3) Handling cost and profit in respect of subsubitem B14.03(b)(ix)(2) above	%	42500		
	(c) Items measured by area:				
	(viii) Notice boards as per dwg. No.	m ²	5		
	(ix) White board	m ²	4		
14.04	Car ports				
	Car ports, 3.0m wide and 2,5m high, at offices	No.	1		
B14.07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subsubclause 14.03 (c)(ii)	Prov.Sum			60,000.00
	(b) Handling costs and profit in respect of subitem 14.07 (a)	%	60000		
14.08	Services:				
	(a) Services at offices:				
	(i) Fixed costs	Lump Sum	-		
	(ii) Running costs	month	15		
14.10	Provision of photostat facilities	month	15		
TOTAL SECTION 1400 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15.00	1500: ACCOMMODATION OF TRAFFIC				
15.01	Accommodation of traffic and maintaining temporary deviations	km	6		
15.02	Earthworks for temporary deviation				
	(a) Shaping of temporary deviations	km	6		
15.03	Temporary traffic-control facilities				
	(a) Flagmen	man-day	1320		
	(b) Portable STOP and GO-RY sign	No.	6		
	(e) Road signs, R - and TR-serie, 1200mm in dia	No.	30		
	(f) Road signs, TW-series, 1500mm sides	No.	30		
	(g) Road signs, STW-, DTG-, TGS- AND TG-series excluding delineators and barricades	m ²	15		
	(h) Delineators (800mm x 200mm)				
	(i) Single	No.	30		
	(ii) Mounted back to back	No.	30		
	(m) Two way communication devices	No.			Rate Only
15.04	Relocation of traffic control facilities	L/Sum	-		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:				
	(a) Temporary deviations	m ³	3000		
15.06	Watering of temporary deviations	kl	702		
15.07	Blading by road grader of :				
	(a) Temporary deviations	km-pass	40		
	(b) Existing roads used as temporary deviations	km-pass	24		
15.12	Temporary Culverts:				
	(a) Provision and laying of temporary prefabricated culverts complete (600 dia, Class 75 D interlocking, Class B bedding)	m	42		
	(b) Re-use of prefabricated culverts complete (600 dia, Class 100 D Interlocking, Class B bedding)	m	38		
	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS
 CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD					
B15.15	Penalty to be deducted for non-compliance with requirements for traffic accommodation (a) Fixed penalty per occurrence (b) Time related penalty	No hr		(5,000.00) (500.00)	Rate Only Rate Only
TOTAL SECTION 1500 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.00	<u>1700: CLEARING AND GRUBBING</u>				
17.01	(a) Clearing and grubbing				
	(i) Within the road reserve	Ha	5		
	(ii) In borrow pits	ha	9		
17.02	Removal and grubbing of large trees and tree				
	(a) Girth exceeding 1 m up to and including 2 m	No	6		
	(b) Girth exceeding 2 m up to and including 3 m	No	2		
TOTAL SECTION 1700 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18.00	<u>1800: DAYWORKS</u>				
B18.01	Labourers:				
	(i) Unskilled	hr	1		
	(ii) Semi-skilled	hr	1		
	(iii) Skilled	hr	1		
B18.02	Foreman	hr	1		
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	hr	1		
	(ii) 5,1 - 10 ton	hr	1		
B18.04	Loader (0,5m³)	hr	1		
B18.05	Grader (CAT 140G or similar)	hr	1		
B18.06	LDV	hr	1		
B18.07	Compaction Rollers:				
	(i) Vibrator roller	hr	1		
	(ii) Tamping roller	hr	1		
	(iii) Grid roller	hr	1		
B18.08	Hand Controlled Compactors				
	(i) Pedestrian roller (Bomag BW90 or similar)	hr	1		
	(ii) Vibratory plate	hr	1		
	(iii) Rammers	hr	1		
B18.09	Water truck (min 10 000 l)	hr	1		
B18.10	Dozer (D7 or similar)	hr	1		
TOTAL SECTION 1800 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
21.00	2100: DRAINS				
21.01	Excavation for open drains (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m	m ³	2475		
	(b) Extra over sub item 21.01 (a) for excavation in hard material, irrespective of depth	m ³	371		
21.02	Clearing and shaping existing open drains	m ³	20		
21.03	Excavation for subsoil drainage systems (a) Excavating soft material situated within the following depth ranges below surface level: (i) 0 m up to 1,5m	m ³	2250		
	(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³	563		
21.04	Impermeable backfilling to subsoil drainage systems	m ³	900		
21.06	Natural permeable material in subsoil drainage systems (crushed stone) (b) Crushed stone obtained from commercial sources (ii) Coarse grade stone	m ³	600		
21.07	Natural permeable material in subsoil drainage systems (Sand) (b) Sand from commercial sources	m ³	300		
21.08	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings (1) Perforated (i) 150mm dia.	m	1500		
21.10	Synthetic fibre filter fabric (i) "Kaymat U24 or approved equivalent	m ²	4800		
21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems: (a) Outlet structures	No	8		
TOTAL SECTION 2100 CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				
	(d) Formwork of concrete under subitem 22.07(c)				
	(i) Vertical formwork for F1 surface finish	m ²	1		
	(ii) Vertical formwork for F2 surface finish	m ²	1578		
22.10	Steel reinforcement:				
	(c) High tensile steel mesh:				
	(i) Ref. 193	kg	13607		
	(ii) Ref. 395	kg	680		
	(iii) Ref. 617	kg	6234		
22.12	Removing existing concrete:				
LI	(a) Plain concrete	m ³	27		
	(b) Reinforced concrete	m ³	72		
B22.14	Removing and stacking existing prefabricated culverts (all sizes) for re use as directed by the engineer	m	18		
2200	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

SECTION 2300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23.00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
B23.01	Concrete kerbing:				
LI					
	(a) Cast in situ kerbing (Class 20/19 concrete)				
	(a) Figure 8 as shown on the drawings	m	4500		
	(b) Figure 3 as shown on the drawings	m	225		
	(ii) Edgebeam 200 x 300mm	m	300		
23.06	Inlet, outlet, transition and similar structures:				
LI	(including in-situ concrete chutes)				
	(a) Cast in situ concrete lining for Chute inlets Type "E": (Class 20/19 concrete):	m ³	40		
	(b) Formwork (Class F1 surface finish) for Type "E" chutes & inlets :				
	(i) To side with formwork on both internal and external faces (each face measured)	m ²	2000		
	(c) Class U2 surface finish to cast in situ concrete:	m ²	750		
23.07	Trimming of excavation for concrete-lined open drains:				
	(a) In soft material	m ²	3375		
	(b) In hard material	m ²	3375		
23.08	Concrete lining for open drains				
	(a) Cast in situ concrete lining (25/19)				
	(i) 750 mm x 750 mm x 125 mm	m ³	1410		
	(b) Class U2 surface finish to cast in situ concrete	m ²	11280		
23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
	(c) To ends of slabs	m ²	750		
2300	TOTAL CARRIED FORWARD TO SUMMARY				

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	<u>3100: BORROW MATERIALS</u>				
B31.01	Excess overburden:				
	(a) Depth up to and including 0,5m	m ³	5000		
	(b) Depth exceeding 0,5m and up to 1,0m	m ³	8000		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	2.00		
	(c) Soft material	ha	2		
31.04	Compensation to landowners:				
	(a) Prime cost for compensation to landowners	PC Sum			R 150,000.00
	(b) Handling cost and profit in respect of sub-item B31.04(a) above	%	R 150,000		
	Fencing				
31/B55.10	Borrow-pit game proof fencing				
	(a) Provisional sum for the erecting of 1.8m height, with provision of gate fencing around borrow pit.	Prov Sum	-		R 75,000.00
	(b) Handling costs and profit in respect of subitem 31/B55.10(a)	%	R 75,000.00		
TOTAL SECTION 3100 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	3300: MASS EARTHWORKS				
33.01	Cut and borrow to fill, including 1.0 km free haul (a) Gravel material in compacted layer thicknesses of 200 mm and less: (ii) Compacted to 93% of modified AASHTO density (c) Rock fill: (ii) Compacted to 90% of modified AASHTO density	m ³	4250		
33.03	Extra over item 33.01 for excavating and breaking down material in - (a) Intermediate excavation (b) Hard excavation	m ³	850		
33.04	Cut and spoil, including free-haul up to 1.0km, material obtained from: (a) Soft excavation (b) Intermediate excavation (c) Hard excavation (d) Boulder Excavation class B	m ³	3896		
33.09	Material bladed down to windrow	m ³	1000		
33.10	Roadbed preparation and the compaction of material (a) Compaction to 93% of modified AASHTO density	m ³	5313		
33.11	Three roller passes (a) Vibratory roller (b) Heavy grid roller	m ²	1		
33.13	Finishing-off cut and fill slopes, median and interchange areas: (a) Cut slopes (b) Fill slopes	m ²	4500		
33/16.00	1600: OVERHAUL				
33/16.02	Overhaul on material hauled in excess of 1,0km (ordinary overhaul)	m ³ .km	146108		
TOTAL CARRIED FORWARD					

SCHEDULE A: ROADWORKS
 CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD					
33/32.00	<u>3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW-PITS, CUTTING AND EXISTING PAVEMENT LAYERS AND PALCING, ETC.</u>				
33/32.06	Stockpiling of material (Cut material for later use in layerworks)	m ³	4250		
TOTAL SECTION 3300 CARRIED TO SUMMARY					

SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>3500: STABILIZATION</u>				
35.01	Chemical stabilisation extra-over unstabilized compacted layers:				
	(a) Base layer : 150mm thickness	m ³	4554		
B35.02	Chemical stabilising agent:				
	(a) CEM II A/L 32.5 cement	t	375		
35.04	Provision and application of water for curing	kl	1366		
35.05	Curing by covering with subsequent layer	m ²			Rate Only
TOTAL SECTION 3500 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS
 CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

SECTION 4100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	4100: PRIME COAT				
41.01	Prime coat: (c) MC-30 cut-back bitumen (0.8l/m ²) (d) MC-70 cut-back bitumen (0.8l/m ²)	l	22018		
41.02	Aggregate for blinding	m ²	1		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	l	1		
TOTAL SECTION 4100 CARRIED TO SUMMARY					

SCHEDULE A: ROADWORKS

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	4200: ASPHALT BASE AND SURFACING				
42.02	Asphalt surfacing				
	(a) Continuously graded hot-mix asphalt using:				
	(i) 60/70 pen, 30 mm thick medium grade	m ²	29,040		
42.03	Rolled-in chipping, 13.2 mm nominal size at 4kg/m² nominal application rate	t	50		
42.04	Tack coat of 30% stable-grade emulsion	l	14,520		
B42.08	100mm cores in asphalt paving	No	60		
B45.21	Aggregate variations	m ²			Rate Only
TOTAL SECTION 4200 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.00	<u>5100: PITCHING, STONEMWORK, ETC.</u>				
51.01	Stone pitching: (b) Grouted stone pitching	m ²	560		
51.03	Stone masonry walls: (b) Cement-mortared stone walls	m ²	600		
TOTAL SECTION 4200 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREET PHASE 2**

SECTION 5200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
52.00	5200: GABIONS				
52.01 LI	Foundation trench excavation and backfilling: (b) In all other classes of material	m ³	75		
52.02 LI	Surface preparation for bedding the gabions	m ²	75		
B52.03 LI	Gabions: (a) Galvanized gabion boxes: Mesh size: 80mm x 100mm Wire diameter: 2,7mm Diaphragm spacing: 1,0m (i) 2m x 1m x 1m (c) Galvanized gabion mattresses: Mesh size: 80mm x 100mm Wire diameter: 2,5mm Diaphragm spacing: 1,0m (i) 0,230m deep (ii) 0.300m deep	m ³	120		
52.04	Filter fabric: (a) Grade U24 or approved equivalent	m ²	675		
TOTAL SECTION 5200 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 5400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
54.00	5400: GUARDRAILS				
54.01	Guardrails on timber posts: (a) Galvanized	m	240		
54.04	End treatments: (d) End treatments in accordance with the drawings where single guardrail sections are used. Terminal sections Type A as detailed on dwg. 2/05 -06	No	8		
54.05	Additional guardrail posts: (a) Timber posts	No	63		
54.06	Reflective plates	No	63		
TOTAL SECTION 5400 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
56.00	<u>5600: ROAD SIGNS</u>				
B56.01	<p>Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:</p> <p>(c) Prepainted galvanised steel plate (chromadek or approved equivalent):</p> <p>(i) Area not exceeding 2m²</p> <p>(ii) Area exceeding 2m² but not 10m²</p> <p>(e) Aluminium sheet regulatory warning and information signs</p> <p>(i) Area not exceeding 2m²</p>	m ²	110		
56.02	<p>Extra over item 56.01 for using:</p> <p>(a) Background of retro-reflective material:</p> <p>(iii) Class III</p> <p>(b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective material:</p> <p>(ii) Class III</p>	m ²	45		
56.03	<p>Road sign supports (overhead road sign structures excluded):</p> <p>(b) Steel tubing</p>	t	4		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	6		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	6		
56.07	Extra over item 56.05 for rock excavation	m ³	6		
B56.10	<p>Danger Plates</p> <p>(a) Type W401/W402 back-to-back at culverts (1200mm height)</p>	No	20		
TOTAL SECTION 5600 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
57.00	5700: ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	4.5		
	(ii) 300 mm wide	km	1		
	(b) Yellow lines (broken or unbroken)				
	(ii) 150 mm wide	km	1		
	(d) White lettering and symbols	m ²	35		
	(e) Yellow lettering and symbols	m ²	1		Rate Only
57.04	Variations in rate of application:				
	(a) White paint	l	1		
	(b) Yellow paint	l	1		
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	4.5		
TOTAL SECTION 5700 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
59.00	<u>5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve: (b) Single carriageway road	km	4.5		
TOTAL SECTION 5900 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 7100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
71.00	<u>7100: CONCRETE PAVEMENTS</u>				
71.01	Concrete trial pavement:				
	(a) For new constructionworks				
	(i) CRCP, 150mm nominal thickness	m ²	20		
71.02	Concrete pavement excluding texturing and curing				
	(a) 150mm thickness (New jointed Concrete Pavement) of Class 30/19 Mpa. Tenderer to indicate whether construction will be by means of Mechanical or Manual.	m ³	225		
71.03	Extra-over item 71.02 for concrete pavement requiring hand placing	m ²	100		
71.04	Texturing and curing the concrete pavement:				
	(b) Curing using:				
	(i) Curing compound	m ²	1500		
	(ii) Plastic sheeting (250 microns thick)	m ²	1500		
71.06	Joints				
	(b) Longitudinal hinge joints:				
	(i) Sealed Hinge Joints (Type C in drawing)	m	250		
	(c) Sealed Transverse contraction joint sawn in two separate operation (Type I in drawing)	m	260		
	(d) Tie bars:				
	(i) Y10, 700mm long	No.	164		
	(ii) Y12, 800mm long	No.	164		
71.07	Drilling and testing of cores:				
	(a) 150mm cores drilled from the pavement and tested for compressive strength	No.	12		
71.08	Steel reinforcement in concrete pavement:				
	(b) High tensile steel bars	t	10		
	(c) Welded steel fabric:				
	(i) Ref 395	kg	11850		
TOTAL SECTION 7100 CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
B81.02	Other special tests requested by the engineer				
	(a) Other special tests requested by the Engineer	Prov Sum	-		R 100,000.00
	(b) Handling cost and profit in respect of sub-item B81.02(a)	%	100,000		
TOTAL SECTION 8100 CARRIED TO SUMMARY					

CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2

SCHEDULE B

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SCHEDULE B: OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS</u>				
B1.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum	-		
B1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	15		
B1.3	Submission of the Health and Safety File	Lump Sum	-		
TOTAL SCHEDULE B CARRIED TO SUMMARY					

**SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SCHEDULE C

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN				
C100.01	Penalty for unnecessary removal or damage totrees for the following diameter sizes				
	(a) 2600mm girth or less	No.		(5,000.00)	Rate Only
	(b) Greater than 2600mm, but less than 6180mm girth	No.		(10,000.00)	Rate Only
	(c) Greater than 6180mm girth	No.		(30,000.00)	Rate Only
C100.02	Penalty for serious violations				
	(a) Hazardous chemical/oil spill and/or dumping innon-approved sites	No.		(10,000.00)	Rate Only
	(b) General damage to sensitive environments	No.		(5,000.00)	Rate Only
	(c) Damage to cultural and historical sites	No.		(5,000.00)	Rate Only
	(d) Pollution of water sources	No.		(10,000.00)	Rate Only
	(d) Unauthorised blasting activities	No.		(5,000.00)	Rate Only
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitationat contractor's cost)	No.		(1,000.00)	Rate Only
C100.03	Penalty for less serious violations				
	(a) Littering on site	No.		(1,000.00)	Rate Only
	(b) Lighting of illegal fires on site	No.		(1,000.00)	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No.		(1,000.00)	Rate Only
	(d) Excess dust or excess noise emanating from site	No.		(1,000.00)	Rate Only
	Dumping of milled material in side drains or ongrassed areas	No.		(1,000.00)	Rate Only
	(f) Possession or use of intoxicating substances on site	No.		(500.00)	Rate Only
	Any vehicles being driven in excess of designatedspeed limits	No.		(500.00)	Rate Only
	Removal and/or damage to flora or cultural orheritage objects on site, and/or killing of wildlife	No.		(2,000.00)	Rate Only
	(i) Illegal hunting	No.		(2,000.00)	Rate Only
		No.		(2,000.00)	Rate Only
TOTAL SCHEDULE C CARRIED TO SUMMARY					

**SCHEDULE A: ROADWORKS
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SCHEDULE D

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
D2.1	<u>SCHEDULE D: STRUCTURED TRAINING</u>				
	Provision for accredited training				
	(a) Generic Skills	Prov Sum	-		R 150,000.00
	(b) Entrepreneurial Skills	Prov Sum	-		R 150,000.00
	(c) Handling cost and profit in respect of sub-item C2.1 (a) and (b) above	%	300,000		
(d) Training venue (Only if required)	Lump Sum	-			
TOTAL SCHEDULE D CARRIED TO SUMMARY					

MARULENG LOCAL MUNICIPALITY



CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2C2.3

C2.3 SUMMARY OF BILL OF QUANTITIES

SCHEDULE A : ROADWORKS			
SECTION	DESCRIPTION	AMOUNT	
1200	General requirements and provisions	R	
1300	Contractor's establishment on site and general obligations	R	
1400	Houses, offices and laboratories for the Engineer's personnel	R	
1500	Accommodation of traffic	R	
1700	Clearing and grubbing	R	
1800	Dayworks	R	
2100	Drain	R	
2200	Prefabricated Culvert Structure	R	
2300	Concrete Kerbing, Concrete Channeling, Open Chutes and Concrete lining from open drains	R	
3100	Borrow materials	R	
3300	Mass earthworks	R	
3400	Pavement layers of gravel materials	R	
3500	Stabilization	R	
4100	Prime coat	R	
4200	Asphalt Base and Surfacing	R	
5100	Pitching, stonework, etc.	R	
5200	Gabions	R	
5400	Guardrails	R	
5600	Road Signs	R	
5700	Road markings	R	
5900	Finishing the road and road reserve and treating old roads	R	
7100	Concrete Pavement	R	
8100	Testing materials and workmanship	R	
	TOTAL SCHEDULE A	R	



MARULENG MUNICIPALITY

**CONTRACT No. MLM/SCM/16/2020
FOR
CONSTRUCTION OF SOFAYA INTERNAL STREETS PHASE 2**

SCHEDULE B: OHS ACT OBLIGATIONS		
	Occupational Health and Safety Act Obligations	R
TOTAL SCHEDULE B		R
SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN		
	Environmental Management Plan	R
TOTAL SCHEDULE C		R
SCHEDULE D: PROVISION OF STRUCTURED TRAINING		
	Structured Training	R
TOTAL SCHEDULE D		R

C2.4 CALCULATION OF TENDER SUM	
TOTAL SCHEDULE A : ROADWORKS	R
TOTAL SCHEDULE B: OHS ACT OBLIGATIONS	R
TOTAL SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN	R
TOTAL SCHEDULE D: PROVISION FOR STRUCTURED TRAINING	R
TENDER (CONTRACT) SUM	R
2) ADD 10% FOR CONTINGENCIES (This amount is under the sole control of the Employer)	R
SUB-TOTAL (A)	R
3) ADD 3,5% FOR Escalation (This amount is under the sole control of the Employer)	R
SUB-TOTAL (B)	R
ADD : 15% VAT	R
TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE (Page C.3)	R

NAME OF TENDERER:

SIGNED ON BEHALF OF TENDERER:

DATE: