



## THABAZIMBI LOCAL MUNICIPALITY

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**CONTRACT NUMBER: TECH/11/2020-21**

### **RAPHUTI UPGRADING OF SPORTS AND RECREATIONAL FACILITIES IN WARD 4**

### **TENDER DOCUMENT**

**CLOSING DATE: 14<sup>th</sup> April 2021 at 12h00pm**  
**CIDB GRADING: 4CE PE or HIGHER**

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***Issued by:***



The Municipal Manager  
Thabazimbi Local Municipality  
7 Rietbok Street  
Thabazimbi  
0380

Telephone: (014) 777 1525  
Facsimile: (014) 777 1531  
Contact: JA Sifunda  
Web address: [www.thabazimbi.gov.za](http://www.thabazimbi.gov.za)

***Prepared by:***



Baitseanape Consulting Engineers  
70 Selborne Avenue  
Lyttelton Manor, Ext 3  
Centurion  
0157

Tel: (012) 644 1728/2090  
Fax: (012) 644 1292  
Contact: ER Thipe  
[info@baitseanape.co.za](mailto:info@baitseanape.co.za)

<b>FULL NAME OF BIDDER</b> (BIDDING ENTITY (i.e. CC, PTY, LTD, JV, etc.))	
<b>THE OFFERED TOTAL OF THE PRICES</b> (Including Value Added Tax)	



**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY:.....

<i>PHYSICAL STREET ADDRESS:</i>	<i>POSTAL ADDRESS:</i>
<i>Area Code:</i>	<i>Area Code:</i>
<i>Telephone No:</i>	<i>Fax No:</i>
<i>E-Mail Address:</i>	

CONTRACT PRICE: R .....  
(Amount brought forward from the Form of Offer and Acceptance) \*

Signature: .....  
Signed by authorised representative of the Bidding Entity:

Date: .....

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

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**THE BID**

\*NB. (This list of contents indicates the standard sequence for the various parts of the Bid.)

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T1.2	Bid Data	(PINK)
<b>PART T2:</b>	<b>RETURNABLE DOCUMENTS</b>	
T2.2	Other Documents required for Bid Evaluation Purposes	(YELLOW)
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	<b><u>THE CONTRACT</u></b>	
<b>PART C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b>	
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<b>PART C2:</b>	<b>PRICING DATA</b>	
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C2.2	Bill of Quantities/Schedule of Activities	(YELLOW)
<b>PART C3:</b>	<b>SCOPE OF WORKS</b>	
C3.1	Description of Works	(BLUE)
C3.2	Engineering	(BLUE)
C3.3	Sub-Contracting	(BLUE)
C3.4	Project Specifications	(BLUE)
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C5.2	General Conditions of Contract	(WHITE)

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**PART T1 BIDDING PROCEDURES**

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

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**T1.1 BID NOTICE AND INVITATION TO TENDER**

**THABAZIMBI LOCAL MUNICIPALITY**

**CONTRACT NUMBER: TECH/11/2020-21**

**RAPHUTI UPGRADING OF SPORTS AND RECREATIONAL FACILITIES IN WARD 4**

CONTRACT NO	DESCRIPTION	BRIEFING SESSION	PRICE PER BID DOCUMENT	CLOSING DATE
TECH/11/2020-21	RAPHUTI UPGRADING OF SPORTS AND RECREATIONAL FACILITIES IN WARD 4	NO BRIEFING SESSION	TENDER DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE	14 <sup>th</sup> April 2021 @ 12:00pm

Tender documents will be available free of any charge on e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and/or Thabazimbi Local Municipality website at [www.thabazimbi.gov.za](http://www.thabazimbi.gov.za). Prospective bidders should take note that because of the current situation of COVID-19, the Municipality must adhere to the Regulations of Disaster Management Act in avoiding gatherings. Therefore, there will be no briefing session and public tender opening.

All enquires will be addressed electronically. Bidders are encouraged to forward enquiries at least a week before closing of tenders to allow correspondence in time.

Sealed documents marked with the tender number “**CONTRACT NO. TECH/11/2020-21 FOR RAPHUTI UPGRADING OF SPORTS AND RECREATIONAL FACILITIES IN WARD 4**” must be placed in the bid box at Thabazimbi Local Municipality, not later than **12h00pm on the 14<sup>th</sup> April 2021**.

The council reserves the right to either accept the whole or part of any bid, or not to appoint. Facsimiles or e-mailed documents will not be accepted. No awards will be made to a person who:

- Is in the service of the state
- If that person is not a natural person, of which any director, manager, principle shareholder or stakeholder is a person in the service of the state
- Who is an advisor or consultant contracted with the municipality or municipal entity.

A Preferential Point system shall apply whereby a contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of the Thabazimbi Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE status level of Contribution. Tenderers must have the necessary skills, experience and capacity to perform the required work. Bidders will be required to submit proof of B-BBEE status.

**SCM Enquiries:**

**P. Selalome – 082 864 8837**

**B.K. Monyeki – 066 008 3752**

**Technical Enquiries:**

**J. Sifunda: 072 066 9724**

Acting Municipal Manager: Mr. LG Tloubatla

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**T1.2 BID DATA**

The **Standard Conditions of Bid** for Procurements makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 Actions	The Employer is: <b>THABAZIMBI LOCAL MUNICIPALITY</b>
F.1.2 Tender Documents	<p>The bid documents issued by the Employer comprise:</p> <p><b>THE BID</b></p> <p><b>Part T1 Bidding procedures</b></p> <p>Part T1.1 Bid notice and invitation to bid</p> <p>Part T1.2 Bid data</p> <p><b>Part T2 Returnable documents</b></p> <p>Part T2.2 Other Documents required for Bid Evaluation Purposes</p> <p>Part T2.3 Returnable Schedules that will be incorporated in the Contract</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Security</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantity</p> <p><b>Part C3 Scope of Works</b></p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Sub-Contracting</p> <p>C3.4 Project Specifications</p> <p>C3.5 Management of the works</p> <p>C3.6 Health &amp; Safety</p> <p><b>Part C4 Site Information</b></p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p><b>PART C5 APPENDIX A</b></p> <p>C5.1 Tender drawings</p> <p>C5.2 General Conditions of Contract</p>

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Clause number	Data
F.1.4 Communication and Employer's Agent	<p>The Employer's agent is:</p> <p>Name: Baitseanape Consulting Engineers</p> <p>Address: 70 Selborne Avenue, Lyttelton Manor Extension 3, LYTTELTON, CENTURION, 0157</p> <p>Tel: (012) 644 1728</p> <p>E-mail: info@baitseanape.co.za</p>
F.2.1 Eligibility	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to <b>4CE PE and higher</b> of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>1. At least one member of the joint venture must be registered for class <b>4CE PE or higher</b> type of construction with the CIDB;</li><li>2. where the joint venture consists of two members at least one member must have a Contractor grading designation equal or higher than <b>4CE PE</b>;</li><li>3. Joint ventures consisting out of three or more members will not be considered.</li></ol> <p>The Contractor is required to recruit all of his unskilled labour and as much skilled labour as is practical possible from the local community (target area). The Contractor is permitted to bring his skilled permanent employees, such as machine operators, surveyors, time-keepers, store-keepers and other skilled employees to the site.</p> <p>The target area for employment of local labour shall be the geographic area which falls within the boundaries of the Local Municipal area.</p> <p>The Contractor shall prepare and attach to his claims for payment, in a form approved by the Employer, a schedule which lists the names, identity numbers, nationality, gender, trade/occupation, and period of employment, employment number and the like, of the individuals classed as targeted labour.</p> <p>Non-compliance with these requirements during the construction period, in any way whatsoever, will be adequate reason for suspending the works. No extension of time will be considered for delays due to non-compliance with the abovementioned requirements.</p>
F.2.7 Clarification Meeting	<p>The arrangements for a compulsory clarification meeting are:</p> <p><b>Prospective bidders should take note that because of the current situation of COVID-19, the Municipality must adhere to the Regulations of Disaster Management Act in avoiding gatherings. Therefore, there will be no briefing session and public tender opening.</b></p>

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Clause number	Data
F.2.13.3 Submitting a Tender Offer	The <b>whole original</b> bid document, <b>as per content page on page 3 of this document</b> shall be submitted. <b>The Contractor may not submit the Tender Document in any other form other than the one stipulated on Page 3 of this document.</b>
F.2.13.5 Submitting a Tender Offer	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Physical address: Thabazimbi Local Municipality 7 Rietbok Street Thabazimbi Identification details: Contract Number: <b>TECH/11/2020-21</b> Description: <b>RAPHUTI UPGRADING OF SPORTS AND RECREATIONAL FACILITIES IN WARD 4</b>
F.2.15 Closing Time	The closing time for submission of bid offers is: Time: <b>12:00 on 14<sup>th</sup> April 2021</b> Format: Telephonic, telegraphic, telex, facsimile or e-mailed bid offers <b>will not be accepted.</b> <b>Prospective bidders should take note that because of the current situation of COVID-19, the Municipality must adhere to the Regulations of Disaster Management Act in avoiding gatherings. Therefore, there will be no briefing session and public tender opening.</b>
F.2.16 Tender Offer Validity	The bid offer validity period is <b>90 days</b>
F.2.18 Provide Other Material	None
F.2.19 Inspections, Tests and Analysis	Access must be provided for the inspection of the Tenderers offices if required.
F.3.4 Opening of Bid Submissions	The time and location for opening of the bid offers are: Time: Immediately after the closing time for submission of bids. Location: <b>Thabazimbi Local Municipality</b> 7 Rietbok Street Thabazimbi

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Clause number	Data								
F.3.5 Two-Envelope System	A two-envelope procedure <b>will not</b> be followed.								
F.3.9 3.9.1 Arithmetical Errors	<p>Replace the contents of the clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>								
F.3.11 Evaluation of Bid Offers	The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> -point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10								
F.3.11.9 Scoring quality / Functionality	<p>Replace the contents of clause F.3.11.9 with the following:</p> <p>"Only those tenders who score a minimum of <b>55 points</b> in respect of the following criteria will be considered eligible for evaluation in the next phase dealing with price determination and B-BBEE compliance:</p>								
	<p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved</p> <p>The tenders shall be considered for further evaluation when they score <b>55</b> points out of <b>75</b> points of the maximum <b>75</b> points allocated.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #92d050;"> <th colspan="2">Summary of Functionality</th> </tr> </thead> <tbody> <tr> <td style="width: 60%;">Organising and Staffing</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Financial Reference</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Experience of Firm</td> <td style="text-align: center;">35</td> </tr> </tbody> </table>	Summary of Functionality		Organising and Staffing	20	Financial Reference	5	Experience of Firm	35
Summary of Functionality									
Organising and Staffing	20								
Financial Reference	5								
Experience of Firm	35								

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Clause number	Data	
	Plant	15
	<b>Total</b>	<b>75</b>
F.3.14.1 Successful Tenderers	Successful Tenderers will be notified Telephonically and in writing, subject to a signing of a service level agreement with the Employer.	
F.13.14.2 Unsuccessful Tenderers	If Bidders did not hear from Thabazimbi Local Municipality within Ninety (90) calendar days upon closing date of the Tender, they should consider their Tender unsuccessful.	
F.3.18 Provide Copies of the Contracts	The number of paper copies of the signed contract to be provided by the Employer is <b>one</b> .	
Additional Conditions Applicable to this Bid	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"><li>1. The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li><li>2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li><li>3. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the region or regions for which they intend to bid for.</li><li>4. The bid document shall be submitted as a whole and <b>shall not be taken apart</b>.</li><li>5. <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile <b>will not</b> be used by the Local Municipality to complete PART T2 on behalf of the bidder)</li></ol> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></p>	
	<p><b><u>Critical Criteria</u></b></p> <p>The following critical criteria have been identified for this bid and any non-compliant thereto will led to the bid regarded as non-responsive and disqualified from further evaluation:</p> <ul style="list-style-type: none"><li>▪ No tender briefing due to covid-19 regulations</li><li>▪ Power of attorney / authority for signatory of JV</li><li>▪ Valid Tax Clearance attached (If JV, for Both) and SARS PIN</li></ul>	

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Clause number	Data
	<ul style="list-style-type: none"> <li>▪ CIDB Grading of 4CE PE or Higher</li> <li>▪ Form of offer Completed in figures and words</li> <li>▪ Document filled in with a black pen</li> <li>▪ All pages signed or initiated</li> <li>▪ Certified copy of B-BBEE Certificate (If JV, certified copy of consolidated B BBEE Certificates)</li> <li>▪ Certified copies of CIPC Registration (If JV, for both)</li> <li>▪ Certified ID Copies of all directors/members/shareholders of company/business/ (If JV, for Both)</li> <li>▪ Proof of maintaining a business bank accounts or original cancelled cheque or originally Stamped bank confirmation (If JV, a joint venture business account should be provided)</li> <li>▪ Signed and Initialized JV Agreement(if applicable)</li> <li>▪ Letter of intent for Providing Guarantee must be from a Reputable Institution</li> <li>▪ Original Letter of Good Standing with Compensation Commission (Compensation for Injuries and Disease Act)</li> <li>▪ Occupational Health and Safety Plan</li> <li>▪ Proof of Municipal Rates and Taxes/Letter from Tribal Authority/ Lease agreement must be attached/ or all directors/trustees/members( Not older than 3 months)</li> <li>▪ No Price amendment without signature in the bills of quantity</li> <li>▪ Certificate of non-collusion</li> <li>▪ Completed and signed all MBD documents (MBD04,08 AND 09)</li> <li>▪ Completed MBD 5 and submit audited statements(AFS)-Only where the tender amount exceeds R10Mil including vat)</li> <li>▪ Non Alteration to the bid document or submission of a copy of the original bid document will Amount to disqualification</li> </ul>
	<p><b>Size of enterprise and current workload</b></p> <ul style="list-style-type: none"> <li>▪ Evaluation of the Tenderer's position in terms of:</li> <li>▪ Previous and expected current annual turnover</li> <li>▪ Current contractual obligations</li> <li>▪ Capacity to execute the contract</li> </ul>
	<p><b>Staffing profile</b></p> <p>Evaluation of the Tenderer's position in terms of:</p>

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Clause number	Data
	<ul style="list-style-type: none"> <li>▪ Staff available for this contract being Tendered for</li> <li>▪ Qualification and experience of key staff to be utilised on this contract.</li> </ul>
	<p><b>Proposed Key Personnel</b></p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> <li>○ Position in the firm and within the organisation of this assignment</li> <li>○ PDI status (describing population group, gender and disabilities)</li> <li>○ Educational qualifications</li> <li>○ Professional Registrations</li> <li>○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.</li> <li>○ Language proficiency and</li> <li>○ References (company name, individual name, position held, contact details)</li> </ul> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the <b>previous three projects</b> where the firm was involved</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Experience in the relevant technical field</li> <li>▪ Experience of contracts of similar size</li> <li>▪ Some or all of the references will be contacted to obtain their input.</li> </ul>

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Clause number	Data
	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.
	<b>Financial ability to execute the contract:</b>  Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following: <ul style="list-style-type: none"><li>▪ Bank rating of the company.</li><li>▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.</li></ul>
	<b>Good standing with SA Revenue Services</b> <ul style="list-style-type: none"><li>▪ Determine whether an original valid tax clearance certificate has been submitted.</li><li>▪ The Tenderer <b>must affix a valid Tax Clearance pin verification</b></li></ul>
	If the Tender does <b>not</b> meet the requirements contained in the Thabazimbi Local Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation
	<b>Penalties</b>  The Thabazimbi Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed: <ul style="list-style-type: none"><li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li><li>▪ Impose a financial penalty at the discretion of Council</li></ul> Restrict the Contractor, its shareholders and directors on obtaining any business from the Thabazimbi Local Municipality for a period of 5 years
	<b>The additional conditions of Tender are:</b>  1 Thabazimbi Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.

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Clause number	Data
	2 The Thabazimbi Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

**FORM EVALUATION SCHEDULE: PERSONNEL AND PREVIOUS RELATED WORK EXPERIENCE**

The Firm's tender responsiveness in relation to points is therefore summarized as follows:

Summary of Functionality	
Criteria	Number of Points to be Allocated
Organising and Staffing	20
Financial Reference	5
Experience of Firm	35
Plant	15
<b>Total</b>	<b>75</b>

**A firm must obtain a minimum of 55 points out of the 75 points above to be considered for price and BBB-EE evaluation.**

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Criteria	Maximum points	Description of requirements	Number of Points to be Allocated
Qualification of key personnel and company structure (CV, ID and Qualifications to be submitted)	20	Project/Contract manager has B-Tech Civil/BEng Civil Engineering/ B-tech / Degree in Construction management or Higher with intensive sport and recreation facility construction experience.	7 or Higher years Exp – 8 5-6 years Exp – 5 3-4 years Exp – 3 1-2 years Exp - 1
		Site Agent/Manager has N.D Civil Engineering/ N.D Building Science or Higher with sport and recreation facility construction experience.	6 or Higher years Exp – 6 4-5 years Exp – 4 1-3 years Exp – 2
		General Foreman has Trade Qualification or Higher with sport and recreation facility construction experience.	6 or Higher years Exp – 4 4-5 years Exp – 3 1-3 years Exp – 2
		Safety Officer has NQF level 2,3 and experience in construction and related works	1 or higher years Exp - 2
Financial References	5	Letter of good standing from the financial institution	5
Company Experience on similar projects  Letter of appointment and completion certificates of similar or larger projects within the last 5 years. Compulsory information-project details to be provided	35	<b>5 points for each project completed</b>  Zero (0) similar project completed successfully 0 One (1) similar project completed successfully 5 Two (2) similar projects completed successfully 10 Three (3) similar projects completed successfully 15 Four (4) similar projects completed successfully 20  Five (5) similar projects completed successfully 25  Six (6) similar projects completed successfully 30	

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Interpretation of Scope of Work  Submission of a clear proposed project programme in a Gantt format(Programme is considered realistic and include main components and subcomponents and linkages)		Good Moderate Poor None	5 2.5 1 0
Plant and Equipment(Registration certificates should be attached or signed intend to hire letter)	15	Excavator (20 Ton Minimum)	2 - Own 1 - Hired
		Grader (140G or equivalent)	2 - Own 1 - Hired
		Roller/ Compactor (Smooth)	2 - Own 1 - Hired
		Tipper Trucks (6m <sup>3</sup> – 10m <sup>3</sup> ) 4 off or more	7 – Own 3.5- Hired
		TLB (4x4)	2– Own 1 - Hired
<b>Total Maximum Points</b>	<b>75</b>		

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**F1 GENERAL**

**F1.1 Actions**

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

**F1.2 Tender Documents**

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

**F1.3 Interpretation**

F1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) Comparative offer means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F1.4 Communication and Employer's agent**

- i) Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded.
- ii) Writing shall be in the English language.

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- iii) The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the tender data.

**F1.5 Employer's right to accept or reject any tender offer**

F1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

**F2 TENDERERS OBLIGATIONS**

**F2.1 Eligibility**

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

**F2.2 Cost of tendering**

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

**F2.3 Check documents**

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

**F2.4 Confidentiality and copyright of documents**

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

**F2.5 Reference documents**

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

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**F2.6 Acknowledge addenda**

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

**F2.7 Clarification meeting**

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

**F2.8 Seek clarification**

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

**F2.9 Insurance**

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

**F2.10 Pricing of the tender offer**

F2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F2.11 Alterations to documents**

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

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**F2.12 Alternative tender offers**

- F2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- F2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

**F2.13 Submit a tender offer**

- F2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Black ink.
- F2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which one of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
- F2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "*financial proposal*" and place the remaining returnable documents in an envelope marked "*technical proposal*". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
- F2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- F2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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**F2.14 Information and data to be completed in all respects**

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

**F2.15 Closing time**

F2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F2.16 Tender offer validity**

F2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted. **Note:** *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*

**F2.18 Provide other material**

F2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderers commercial position (including notarized joint venture agreements), Preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

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**F2.19 Inspections, tests and analysis**

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

**F2.20 Submit securities, bonds, policies, etc.**

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

**F2.21 Check final draft**

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

**F2.22 Return of other tender documents**

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

**F2.23 Certificates**

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

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**F3 THE EMPLOYERS UNDERTAKINGS**

**F3.1 Respond to clarification**

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

**F3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

**F3.3 Return late tender offers**

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

**F3.4 Opening of tender submissions**

F3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F3.5 Two-envelope system**

F3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.

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F3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F3.6 Non-disclosure**

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

**F3.7 Grounds for rejection and disqualification**

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

**F3.8 Test for responsiveness**

F3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

F3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

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**F3.9 Arithmetical errors**

- F3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
  - b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- F3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F3.10 Clarification of a tender offer**

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

**F3.11 Evaluation of tender offers**

- F3.11.1 General  
(To be in line with our evaluation methodology- inclusive of some of this)

**F3.12 Insurance provided by the Employer**

If requested by the proposed successful Tenderer, submit for the Tenderers information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the Employer to provide.

**F3.13 Acceptance of tender offer**

- F3.13.1 Accept tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.
- F3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance

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does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance.

**F3.14 Notice to unsuccessful Tenderers**

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

**F3.15. Prepare contract documents**

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the Employer and the successful Tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

**F3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

**F3.17 Complete adjudicator's contract**

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

**F3.18 Provide copies of the contracts**

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

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## **PART T2: RETURNABLE DOCUMENTS**

### **T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

<b>COMPULSORY BID DOCUMENTS</b>	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM A	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM LL	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
<b>RETURNABLES FOR EVALUATION PURPOSES</b>	
FORM M	TENDERER'S PROJECT STRUCTURE
FORM N	PROPOSED KEY PERSONNEL
FORM O	SCHEDULE OF PREVIOUS EXPERIENCE
FORM P	SCHEDULE OF CURRENT PROJECTS
FORM Q	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM R	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM S	RECORD OF ADDENDA TO TENDER DOCUMENTS

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# COMPULSORY BID DOCUMENTS

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**PART A  
 INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEMSILE HANI LOCAL MUNICIPALITY</b>					
BID NUMBER:	TECH/11/2020-21	CLOSING DATE:	14 <sup>th</sup> April 2021	CLOSING TIME:	12H00
DESCRIPTION	<b>RAPHUTI UPGRADING OF SPORTS AND RECREATIONAL FACILITIES IN WARD 4</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		

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DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT ARE (GCC) GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES**

In the case of a Joint Venture – Form “A2” needs to be completed

**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_

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Witness 2

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7. \_\_\_\_\_

8. \_\_\_\_\_

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

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

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Thabazimbi Local Municipality in respect of the following project:

\_\_\_\_\_

Bid / Project Number: \_\_\_\_\_ {insert number}

A. Mr/Mrs/Ms:

\_\_\_\_\_

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

and who will sign as follows:

\_\_\_\_\_

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

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way

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connected with, the Contract entered into with the municipality in respect of the project described under item A above.

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

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

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**ATTACH THE FOLLOWING DOCUMENTS HERETO**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

**2. For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Copies of the ID's of the partners

**5. One person Business / Sole trader**

- Copy of ID

**6. Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document**

**7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

**8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE(original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry )**

**9. Central Supplier Database [CSD] Summary**

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)**

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

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED  
(FULLNAME).....

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

37

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

---



**FORM C: DECLARATION OF INTEREST (MBD4)**

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

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

3.2 Identity Number:  
.....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):  
.....

3.4 Company Registration Number:  
.....

3.5 Tax Reference Number:  
.....

3.6 VAT Registration Number:  
.....

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

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

3.8.1 If yes, furnish particulars:  
.....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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

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

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

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

3.9.1 If yes, furnish particulars:

.....

.....

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

3.10.1 If yes, furnish particulars:

.....

.....

.....

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



3.11.1 If yes, furnish particulars:

.....  
.....

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

3.12.1 If yes, furnish particulars:

.....  
.....

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

3.13.1 If yes, furnish particulars:

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

Full details of directors / trustees / members / shareholders.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

TLM

[Signature Box]

Witness 1

[Signature Box]

Witness 2





**FORM D: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

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

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on (date).....

Mr .....  
*Pro-Forma*

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
TLM

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN  
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

---



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER	
VAT	
PIN	
EXPIRY DATE	

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM F: FINANCIAL REFERENCES**

**DETAILS OF TENDERERS BANKING INFORMATION**

**Notes to tenderer:**

1. The tenderer shall attach to this form stamped letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td>0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: ..... Date: .....

Signature: .....

Full name of signatory: .....

<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 80px; height: 30px; margin: 0 auto;"></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>TLM</i>	<i>Witness 1</i>	<i>Witness 2</i>



**ATTACH HERETO A COPY OF A STAMPED LETTER FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**FORM G: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_, has been duly authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of \_\_\_\_\_ hereby make a declaration as follows: (referred to herein as "the Bidder")

- 1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
- 2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

TLM

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List and attach account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.
- Attach a letter in instances whereby the company or its directors resides in a rural area not yet established for water and lights billing available from the traditional authority.

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**FORM H: PREFERENCE SCHEDULE** (MBD 6.1)

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 preference point system will be applicable to this tender.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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



Contractor



Witness 1



Witness 2



TLM



Witness 1



Witness 2



Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

7.1 Sub-contracting will be done in line with our municipal Supply Chain Management Policy.

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

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

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

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION  
CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI ( Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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

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

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

---

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2

---



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

58

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*TLM*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY**

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

YES	NO
-----	----

If yes, furnish your details in table below.

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

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER**

*A Proof of good standing with Compensation Commissioner must be attached hereto*

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

---



**FORM LL: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCL.)**

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

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



4.1	If yes, provide particulars
-----	-----------------------------

**CERTIFICATION**

I, the undersigned (Name) .....

hereby certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



# RETURNABLES FOR EVALUATION PURPOSES

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

---



## FORM M: TENDERER'S PROJECT STRUCTURE

### Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional Engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

<b>Head Office:</b>	
<b>Other Offices:</b>	
<b>Registered Professionals:</b>	
<b>Total Employees :</b>	
<b>%share in JV agreement</b>	

Contractor

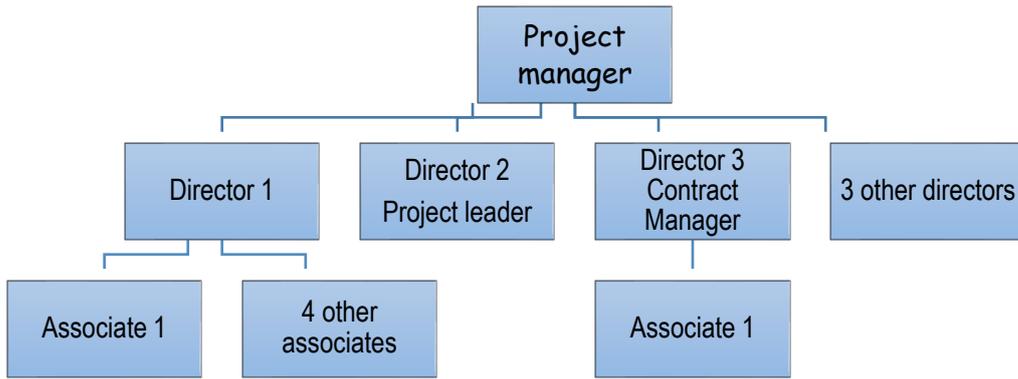
Witness 1

Witness 2

TLM

Witness 1

Witness 2



SIGNED ON BEHALF OF THE TENDERER:.....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2





***(Affix the CV's and Attachments in a form of a booklet to the following Page.)***

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

---



**FORM  
2.2.3**

**PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD**

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category as stipulated or one category lower.  
or
- Written proof of his application to the CIDB for registration as a Contractor in the category listed above.

**Note:**

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
2. Should this bid 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 before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**FORM      DECLARATION:**

**2.2.4**

*I/We, the undersigned:*

- (a) *bid to supply and deliver to the Thabazimbi Local Municipality [hereafter "TLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the Local Municipality by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the Local Municipality and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the Local Municipality that the claims are correct. If the claims are found to be inflated, the Local Municipality may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the Local Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the Local Municipality may suffer by having to make less favourable arrangements after such cancellation;*
- (j) *declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the Municipality, or to any other Municipality or Municipal entity, are in arrears for more than three (3) months; and*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*

*Signed at.....this.....day of..... 20.....*

Authorised Signature: .....

Name of Bidding Entity: .....

Date: .....

As witness 1: .....

As witness 2: .....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM  
2.2.9**

**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)

11. I have read and I understand the contents of this Certificate;
12. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
13. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
14. 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;
15. 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
16. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
TLM

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



17. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (c) prices;
  - (d) 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.
18. 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.
19. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- <sup>3</sup> *Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.*
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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

<b><u>FORM</u></b>	<b><u>CONTENTS</u></b>	<b><u>PAGE</u></b>
2.3.1	RECORD OF ADDENDA TO BID DOCUMENTS	74
2.3.2	CONDITIONS PERTAINING TO TARGETED PROCUREMENT	75
2.3.3	BID DOCUMENT	82

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**FORM  
2.3.1**

**RECORD OF ADDENDA TO BID DOCUMENTS**

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

Ref	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....  
Signature of Authorized person:

.....  
Date:

.....  
Name:

.....  
Position

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FORM 2.3.2**      **CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1.      GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of greater than R30 000, but less than or equal to R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand greater than R50 million (all applicable taxes included).

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

1.3      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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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 **“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;

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



- 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.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



#### 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:

**80/20**                      **or**                      **90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 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:

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	14
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.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



- 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 20 points)  
 (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
8.1.1	If yes, indicate: what percentage of the contract will be subcontracted?		
8.1.2	The name of the sub-Contractor?		
8.1.3	The B-BBEE status level of the sub-Contractor?		
8.1.4	Is the sub-Contractor is an EME?	Yes	No

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number .....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

9.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

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

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



audi alteram partem (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution

SIGNATURE(S) OF BIDDER(S)

**WITNESSES:**

1. ....

9. ....

DATE: .....

ADDRESS: .....

.....

.....

.....

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**FORM 2.3.3**      **BID DOCUMENT**

**THE CONTRACT**

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

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**PART C1 AGREEMENT AND CONTRACT DATA**

- C1.1 FORM OF OFFER AND ACCEPTANCE
- C1.2 CONTRACT DATA
- C1.3 FORM OF GUARANTEE
- C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

---



**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER (AGREEMENT)**

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

.....

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid

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

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

..... rand (in words);

R ..... (in figures),

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 BIDDER:**

Signature(s) (1) ..... (2) .....

Name(s) ..... .....

Capacity ..... .....

.....

(Name and address of organisation)

Name and signature of Witness .....

Date .....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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 Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**FOR THE CLIENT:**

Signature(s) (1) ..... (2) .....

Name(s) ..... .....

Capacity ..... .....

Thabazimbi Local Municipality  
(7 Rietbok Street, Thabazimbi)

**Witness 1**

**Witness 2**

Name .....

Name .....

Signature .....

Signature .....

Date .....

Date .....

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



## SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

<b>1</b>	<b>Subject</b> .....
	Details .....
<b>2</b>	<b>Subject</b> .....
	Details .....
<b>3</b>	<b>Subject</b> .....
	Details .....
<b>4</b>	<b>Subject</b> .....
	Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**FOR THE BIDDER:**

Signature(s) (1) ..... (2) .....

Name(s) .....

Capacity .....

.....

.....

.....

(Name and address of organisation)

**Witness 1**

**Witness 2**

Name: .....

Signature .....

Date .....

**FOR THE EMPLOYER:**

Signature(s) (1) ..... (2) .....

Name(s) .....

Capacity .....

**Thabazimbi Local Municipality**

(7 Rietbok Street, Thabazimbi)

**Witness 1**

**Witness 2**

Name: .....

Signature .....

Date .....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



## C1.2 CONTRACT DATA

### CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works inclusive of the Contract Data Addenda EC and CE (Edition 5.0 (reprint 1) of July 2007) prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

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

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

#### **The additions, deletions and alterations to the General Conditions of Contract for Construction Works are:**

Clause	Additions, deletions and alterations
1.1	Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording: <b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. <b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. <b>CONSTRUCTION PERIOD</b> means the period commencing on the date of site hand over and ending on the date of practical completion. <b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein. <b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work. <b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance. <b>SCHEDULE</b> means the variables listed in the Contract Data.
1.6.4	Delete sub-clause 1.6.4
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6.
3.9	Delete sub-clause 3.9
3.10	Delete sub-clause 3.10
15.1.1	Delete sub-clause 15.1.1
21	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  The <b>Contractor</b> and <b>principal agent</b> shall appoint a <b>selected Subcontractor</b> in accordance with the provisions of the Scope of Work.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.9 Replace Seven (7) Calendar days with Thirty (30) Calendar days
- 31.12 Delete "Payment shall be subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due."
- 32.12 Delete sub-clause
- 34.13 Delete the words in sub-clause 34.13 "subject to the **Employer** giving the **Contractor** a **tax** invoice for the amount due
- 40.0 (41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:
- 40.1# Should any dispute between the **Employer**, his **agents** or **principal agent** on the one hand and the Contractor on the other arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2# Adjudication shall be conducted in accordance with the edition of the CIDB Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .
- 40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.
- 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**Contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **Contractor** is responsible for insurances, the **Contractor** shall ....."
- 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.
- 41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)
- 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**
- 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2

  
Contractor

  
Witness 1

  
Witness 2

  
TLM

  
Witness 1

  
Witness 2



41.0 Add in the following clause to 41.0  
Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **Employer** or the **Contractor**, or for any reason whatsoever, the **Contractor** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The Contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

**Item and data**

The Employer is the Thabazimbi Local Municipality

The address of the Employer is:

Telephone: 014 777 1525

Facsimile: 014 777 1531

Address (physical): Thabazimbi Local Municipality, 7 Rietbok Street, THABAZIMBI 0380

Address (postal): Private Bag X530, THABAZIMBI 0380

The Principal Agent is Baitseanape Consulting Engineers

Telephone: 012 644 1728

Facsimile: 012 644 1292

Address (physical): 70 Selborne Avenue, Lyttelton Manor, LYTTELTON CENTURION

Address (postal): PO Box 11598 CENTURION 0046

***The Employer is an organ of State***

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is / not to be affected by the **Contractor**
- Payment will be made for materials and goods
- Extended **defects** liability period will apply to the following elements:  
NOT APPLICABLE

Possession of the **site** is to be given on the date in the schedule providing the **Employer** with **construction guarantees** in accordance with the provisions of 14.0. **N/A**

***The period for the commencement of the works after the Contractor takes possession of the site is ten (10) working days.***

***For the works as a whole:***

The date for **practical completion** is 10 Months after contractual commencement date

The **penalty per calendar day** is 0,05% of the tendered amount, inclusive of value added tax

OR

~~The date for practical completion and the penalty per calendar day is as follows:~~

Section	Date	Penalty Amount
<b>Section 1</b>		

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**Section 2**  
**Section 3**

**The law applicable to the agreement shall be that of the Republic of South Africa.**

**Contract insurance is to be effected by the Contractor.**

**Contract works insurance is to be effected by the Contractor for a sum not less than the contract sum with a deductible in an amount that the Principal Agent deems appropriate.**

**The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.**

**Public liability insurance to be effected by the Contractor for the sum of R1 000,000.00 with a deductible in an amount that the Principal Agent deems appropriate.**

**Support insurance to be effected by the Contractor for the sum of NOT APPLICABLE with a deductible in an amount that the Principal Agent deems appropriate.**

**A waiver of the Contractor's lien or right of continuing possession is required.**

**Three copies of the construction document are to be supplied to the Contractor free of charge.**

**GCC Engineering General Conditions are not to be included in the contract document. N/A**

**The contract value is not to be adjusted. CPAP IS NOT APPLICABLE. The Tenderer is strongly advised to allow for Price Escalations in his RATE BUILD-UP**

There is no latest day of the month for the issue of an interim payment certificate.

The Employer will not provide advanced payments against an advanced payment guarantee.

*A 10% construction guarantee is required.*

Dispute resolution shall be by adjudication

or

Dispute determinations shall be by arbitration

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**PART 3: DATA PROVIDED BY THE CONTRACTOR**

Clause		
1(1)(h)	The Contractor is:	.....
1(2)	The Contractor's address for receipt of communications is: Physical address: ..... Postal address: ..... ..... ..... ..... ..... Telephone: (.....) ..... Fax: (.....) ..... E-mail: ..... .....	
1(1)(m)	The time for completing the works is:	..... days
37(2)(b)	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:	..... %
46(3)	The rate for special materials, exclusive of value-added tax (VAT) is:	.....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**C1.3 FORM OF SECURITY**

**PRO FORMA**

**CONTRACT NO. TECH/11/2020-21**

WHEREAS **Thabazimbi Local Municipality**

(Hereinafter referred to as "the Employer") entered into, a Contract with

\_\_\_\_\_  
(Hereinafter called "the Contractor")

on the ..... day of ..... 20..... for the construction of

.....

at .....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE .....  
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursions for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*TLM*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*



4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of .....  
.....  
(R .....)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this ..... day of ..... 20 .....

As witnesses:

- 1. .... Signature .....
- 2. .... Signature .....

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_

between

**THABAZIMBI LOCAL MUNICIPALITY**

(hereinafter called "**the Employer**") of the one part,

herein represented by .....

in his capacity as .....

and .....

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

herein represented by .....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz

.....  
.....

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold firm 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 Approval Certificate issued in terms of General Conditions of Contract for Construction Works,
  - (b) the date of termination of the Contract in terms of General Conditions of Contract for Construction Works.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

TLM

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the 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) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his Subcontractors.
- 5 The Mandatory is responsible for the compliance with the Act by all his Subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his Subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or Subcontractors and/or their respective Employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Subcontractors.

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

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



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

SIGNATURE: ..... NAME (In capitals) .....

WITNESS 1 ..... NAME (In capitals) .....

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

SIGNATURE: ..... NAME (In capitals) .....

WITNESS 1 ..... NAME (In capitals) .....

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

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

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on ..... 20 .....,

Mr/Ms .....

whose Signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993)

on behalf of .....

**SIGNED ON BEHALF OF THE COMPANY:**

SIGNATURE: ..... NAME (In capitals) .....

In his/her capacity as: .....

WITNESS 1 ..... NAME (In capitals) .....

WITNESS 2 ..... NAME (In capitals) .....

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**PART C2 PRICING DATA**

**PAGE**

C2.1	PRICING INSTRUCTIONS	101
C2.2	BILL OF QUANTITY	103

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

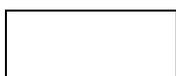
*Witness 1*

*Witness 2*



## **C2.1 PRICING INSTRUCTIONS**

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the General Conditions of Contract (GCC) for Construction Works Third Edition 2015. The additions, deletions and alterations to the GCC as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.



Contractor



Witness 1



Witness 2



TLM



Witness 1



Witness 2



- 10 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the Contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 15 The tenderer is to acquaint him as to the specific requirements of this tender as contained in items 107 and 108 of the Preliminaries bill as contained in the bills of quantities. No claim will be entertained due to the failure of the tenderer to allow for these requirements

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



## C2.2 BILL OF QUANTITIES

(Bill of Quantities is attached)

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

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**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill 1  
Preliminary and General

**BILL 1 : PRELIMINARY AND GENERAL**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SABS</b>					
	<b>1200A</b>	<b>GENERAL</b>				
<b>1.1</b>	<b>8.3</b>	<b><u>FIXED CHARGE AND VALUE-RELATED ITEMS</u></b>				
1.1.1	8.3.1	Contractual Requirements	sum	1		
	8.3.2	<b><u>Establish facilities on site</u></b>				
1.1.2	8.3.2.1	i) <u>Facilities for Engineer</u>				
		a) Furnished Office ( 1 no)	sum	1		
		b) Name boards (2 no)	sum	1		
1.1.3	8.3.2.2	ii) <u>Facilities for Contractor</u>				
		a) Offices and storage sheds	sum	1		
		b) Workshops	sum	1		
		c) Laboratories	sum	1		
		d) Living accommodation	sum	1		
		e) Ablution and latrine faculties				
		f) Tools & equipment	sum	1		
		g) Water supply, electric power & communications	sum	1		
1.1.4	8.3.3	Other fixed charge obligations. In particular compliance with particular OH&S specifications, Environmental Management Plan, coordination with mechanical & electrical and other director contractors on site etc.)	sum	1		
<b>1.2</b>	<b>8.4</b>	<b><u>TIME RELATED ITEMS</u></b>				
1.2.1	8.4.1	Contractual requirements	sum	1		
	8.4.2	<b><u>Operations and maintenance of facilities on site</u></b>				
1.2.2	8.4.2.1	<u>Facilities for Engineer</u>				
	PSAB1	a) Furnished Office ( 1 no)	sum	1		
		b) Name boards (2 no)	sum	2		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**TENDER NO: TECH/11/2020-21**  
**BILL 1 : PRELIMINARY AND GENERAL**

Bill 1  
Preliminary and General

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
1.2.3	8.4.2.2	c) Survey assistant (1 no) and equipment	sum	1		
		<u>Facilities for Contractor for duration of construction, except where otherwise stated</u>				
		a) Offices and storage sheds	sum	1		
		b) Workshops	sum	1		
		c) Laboratories	sum	1		
		d) Living accommodation	sum	1		
		e) Ablution and latrine facilities	sum	1		
		f) Tools and equipment	sum	1		
		g) Water supplies, electric power & communications	sum	1		
		h) Dealing with water	sum	1		
		i) Access (Subclause 5.8)	sum	1		
		j) Plant	sum	1		
1.2.4	8.4.3	Supervision for Duration of Construction	sum	1		
1.2.5	8.4.4	Company and Head Office overhead costs	sum	1		
	8.4.5	Other fixed-charge obligations (OH&S etc.)	sum	1		
1.3	8.5	<b><u>PROVISIONAL SUMS</u></b>				
1.3.1		a) For the Connection of Services ( Water, Sewer & Electricity ) and related works guniting competing pool by specialist nominated sub-contractor complete with filtration and pool cleaning system	P/sum	1	45 000	R45 000.00
1.3.3	8.5	For the electrical supply to the stadium, parking area and all associated facilities, comprising of: a) Bulk Supply	P/sum	1	60 000	R60 000.00
<b>CARRIED FORWARD</b>						

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
1.3.4		Overheads, charges & profit on 1.3.3a) & b) above	%	R60 000.00		
1.3.5		For the Relocation of Sewer Line	P/sum	1	60 000	R60 000.00
1.3.6		Overheads, charges & profit on 1.3.8 above	%	R60 000.00		
<b>1.4</b>	<b>8.5</b>	<b><u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u></b> <b><u>(NOT SUBJECT TO RETENTION OR ESCALATION)</u></b> (Provisional Sum)				
1.4.1		Labour Desk Officer	P/sum	1	36 000	R36 000.00
1.4.2		PSC allowance	P/sum	1	7 200	R7 200.00
1.4.3		Percentage adjustment to items 1.4.1 to 1.4.2 to cover Contractor's expenses with regard to the above items (maximum 10%)	%	R43 200		
1.4.4		(a) Generic skills	P/sum	1		R130 000.00
		Percentage adjustment to items 1.4.4 cover Contractor's expenses with regard to the above items (maximum 10%)	%	R130 000.00		
<b>1.5</b>	<b>8.8</b>	<b><u>TEMPORARY WORKS</u></b>				
1.5.1	8.8.4	<u>Existing Services</u>				
		a) Excavation by hand in soft material to expose services (Provisional)	no	8		
<b>TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 2 : CHANGEROOMS**

Bill  
Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1		<b>CHANGEROOM</b>				
2.1.1		Excavation in earth or compacted filling not exceeding 2m deep	m <sup>3</sup>	41		
2.1.2		Extra over for excavation on hard rock	m <sup>3</sup>	8		
		<b>Sundries</b>				
2.1.3		Back excavation of vertical sides of excavations for trenches in earth not exceeding 500 mm deep as necessary working space for placing and removing formwork to sides of foundation walls away from excavated face, including backfill to 93% MOD AASHTO density	m <sup>2</sup>	40		
		<b>Extra over all excavations for carting away</b>				
2.1.4		Surplus material from excavation and/or stock piles on site to a dumping site to be located by the Contractor	m <sup>3</sup>	8		
		<b>Risk of collapse of excavations</b>				
2.1.5		Sides of trench and excavations not exceeding 1,5mm deep	m <sup>2</sup>	70		
		<b>Keeping excavations free of water</b>				
2.1.6		Keeping excavations free of water	Item			
		<b>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 100% Mod AASHTO density</b>				
2.1.7	7	Backfilling to trenches, holes, etc	m <sup>3</sup>	33.00		
		<b>Earth filling of G6 material supplied by the contractor compacted in 150mm layers compacted to 95% Mod AASHTO to density</b>				
2.1.8		Under floors, steps, pavings, etc	m <sup>3</sup>	37.00		
2.1.9		Backfilling to trenches, holes, etc	m <sup>3</sup>	10.00		
		<b>Soil insecticide under a 10 year guarantee by firm of specialist</b>				
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**BILL 2 : CHANGEROOMS**

Bill  
 Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
2.1.10		Under floors, etc including forming and poisoning shallow furrows etc and filling in furrows and ramming	m <sup>2</sup>	90.00		
2.1.11		To bottoms and sides of trenches, etc	m <sup>2</sup>	185		
<b>2.2</b>		<b>CONCRETE CAST AGAINST EXCAVATED SURFACE</b>				
		<b>20MPa/19mm Concrete in:</b>				
2.2.1		Blinding under footings and bases	m <sup>3</sup>	5.00		
		<b>25 MPa/19mm Concrete in:</b>				
2.2.2		Bases	m <sup>3</sup>	1.00		
2.2.3		Strip footings	m <sup>3</sup>	18.00		
2.2.4		Surface beds cast in panels on waterproofing	m <sup>3</sup>	17.00		
<b>2.3</b>		<b>TEST BLOCKS</b>				
2.3.1		Making and testing 150 x 150 x 150mm concrete strength test cube and submit report to the Representative / Agent (only successful tests will be paid for)	No	45.00		
<b>2.4</b>		<b>PLASTER</b>				
		<b>SCREEDS</b>				
2.4.1		25mm Thick on floors and landings with steel trowel finish	m <sup>2</sup>	84.00		
		Cement plaster on brickwork	m <sup>2</sup>	428.00		
<b>2.5</b>		<b>PAINTING</b>				
		<b>Prepare, stop and apply one coat plascon primer and two coats plascon dune wall and all paint</b>				
2.5.1		On external plastered walls	m <sup>2</sup>	160.00		
		<b>Prepare, stop and apply one coat plascon primer, and two coats plascon dune wall and all wall paint</b>				
2.5.2		On internal plastered walls	m <sup>2</sup>	360.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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Bill  
Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
		<b>ON FIBRE-CEMENT</b>				
		<b>Prepare, stop and apply one coat alkali resistant primer, one coat universal undercoat and two full coats enamel paint</b>				
2.5.3		On internal fibre-cement board ceilings and cornices including priming steel joints and nail heads with one coat zinc phosphate alkyd resin primer	m <sup>2</sup>	84.00		
		<b>On Doors</b>				
2.5.4		Prepare, touch up factory primer and apply one coat universal undercoat and two full coats high gloss enamel paint	m <sup>2</sup>	420.00		
		On Steel door frames, gates & all metal work				
2.5.5		Prepare, touch up factory primer and apply one coat universal undercoat and two full coats high gloss enamel paint	m <sup>2</sup>	420.00		
<b>2.6</b>		<b>NAILED UP CEILINGS</b>				
		<b>Plasterboard ceilings</b>				
2.6.1		Horizontal ceiling formed of 6,4mm thick x 1200mm wide boards with and including H-type pressed steel jointing strips and 38 x 50mm sawn softwood banding at 400mm centres in one direction and around edges where required for fixing cornices, securely spiked to roof timbers	m <sup>2</sup>	84.00		
2.6.2		Extra over gypsum plasterboard ceiling for hinged pressed metal trap door size 600 x 600mm including all necessary ironmongery	No	2.00		
2.6.3		Shadowline cornice, plugged to walls	m	124.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**BILL 2 : CHANGEROOMS**

Bill  
 Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
<b>2.7</b>		<b>MOVEMENT JOINTS, ETC</b>				
2.7.1		10mm Bitumen impregnated fibre board built in vertically between concrete and brick walls	m	40.00		
2.7.2		4 x 30mm Saw cuts in top of concrete	m	120.00		
		<b>Finishing top surfaces of concrete smooth with a wood float</b>				
2.7.3		Surface beds, slabs, etc to falls	m <sup>2</sup>	84.00		
		<b>Finishing top surfaces of concrete smooth with a power float with approved concrete floor hardener added (5kg/m<sup>2</sup>) and curing with an approved curing compound at a rate not exceeding 11m<sup>2</sup>/liter and finish to a steel trowel</b>				
2.7.4		Surface beds, slabs, etc	m <sup>2</sup>	84.00		
		<b>Rough formwork to sides</b>				
2.7.5		Walls in foundations	m <sup>2</sup>	4.00		
2.7.6		Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	8.00		
		<b>Provision for Mild and High tensile steel reinforcement to structural concrete work</b>				
2.7.7		In Varying diameters	t	1.50		
		<b>Fabric reinforcement</b>				
2.7.8		Mesh reinforcement with mesh reference number 193 laid in concrete surface beds, slabs, etc with 300mm wide side and end laps (measured net)	m <sup>2</sup>	84.00		
<b>2.8</b>		<b>MASONRY</b>				
		<b>FOUNDATIONS (PROVISIONAL)</b>				
		<b>Brickwork of NFX bricks (14 MPA nominal compressive strength) in class I mortar</b>				
2.8.1		One brick walls	m <sup>2</sup>	60.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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Bill  
Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
		<b>SUPERSTRUCTURE</b>				
		<b>Brickwork in NFP clay bricks (7 Mpa nominal compressive strength) in Class II mortar</b>				
2.8.2		Half brick walls	m <sup>2</sup>	60.00		
2.8.3		One brickwall in beamfilling	m <sup>2</sup>	25.00		
2.8.4		One brick walls	m <sup>2</sup>	220.00		
2.8.5		Prepare set of three 150 x 150 x 150mm mortar (10MPa) strength test cubes, label and send to an approved laboratory for testing, pay all charges and submit report to the Representative/Agent. Only successful tests will be paid for (Provisional)	No	10.00		
<b>2.9</b>		<b>BRICK REINFORCEMENT</b>				
2.9.1		6,3mm Diameter mild steel bar reinforcement cut to lengths and built into brick lintels	kg	70.00		
2.9.2		75mm Wide reinforcement built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	700.00		
2.9.3		150mm Wide reinforcement built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	1200.00		
<b>2.10</b>		<b>APPROVED PRESTRESSED FABRICATED LINTELS</b>				
2.10.1		110 x 75mm Lintels in lengths not exceeding 3m	m	10.00		
2.10.2		150 x 75mm Lintels in lengths not exceeding 3m	m	20.00		
<b>2.11</b>		<b>AIR BRICKS</b>				
2.11.1		229 x 152mm Precast concrete vermin proof air bricks with gauze backing and building into brickwork in cement mortar	No	16.00		
<b>2.12</b>		<b>MOVEMENT JOINTS</b>				
2.12.1		Movement joint formed of 20mm softboard built in vertically between brickwork (Provisional)	m <sup>2</sup>	20.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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Bill  
Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
<b>2.12</b>		<b>WATERPROOFING</b>				
		<b>One layer approved 375 micron embossed black polyethylene damp proof course</b>				
2.12.1		In walls	m <sup>2</sup>	40.00		
		<b>One layer 250 micron green polyethylene waterproof sheeting complying with SABS 952 Type C in widest practicable widths with all joints lapped and sealed with pressure sensitive tape all in strict accordance with the manufacturer's requirements</b>				
2.12.2		Under surface beds	m <sup>2</sup>	90.00		
<b>2.13</b>		<b>WATERPROOFING TO ROOFS, BASEMENTS, ETC</b>				
		<b>Prepare and apply 'Sika Cemflex' waterproofing system all in accordance with the manufacturer's instructions</b>				
2.13.1		On shower base	m <sup>2</sup>	35.00		
		<b>Two-part grey polysulphide sealing compound applied with a caulking gun, including backing cord, bond breaker, primer, etc</b>				
2.13.2		In joints between frames and walls	m	60.00		
2.13.3		3 x 30mm In saw cut joints in floors	m	60.00		
		<b>Antifungal silicone sealing compound</b>				
2.12.4		<b>10 x 10mm In vertical expansion joints, including out expansion joint filler as necessary</b>	m	60.00		
<b>2.14</b>		<b>PROFILED METAL SHEETING AND ACCESSORIES</b>				
		<b>0,60mm Approved Z275 IBR profile galvanised sheet steel with silicone polyester finish on one side in single lengths fixed to timber purlins or rails and 0,60mm approved Z275 galvanised sheet steel accessories with silicon polyester finish on one side</b>				
		Note The Contractor is to submit a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified				
2.14.1		Roof covering with pitch not exceeding 25 degrees	m <sup>2</sup>	120.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**TENDER NO: TECH/11/2020-21**  
**BILL 2 : CHANGEROOMS**

Bill  
Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
		<b>SHEET METAL FLASHINGS, LININGS, COPINGS ETC</b>				
		<b>0,6mm Approved Z275 IBR profile galvanised sheet steel with silicone polyester finish on one side in single lengths fixed to timber purlins or rails and 0.60mm approved Z275 galvanised sheet steel accessories with silicon polyester finish on one side.</b>				
2.14.2		Linings to valleys with riveted and soldered joints	m	10.00		
2.14.3		Ridge capping 462mm girth	m	14.00		
2.14.4		Hip capping 462mm girth	m	14.00		
2.14.5		Head wall flashing 462mm girth and cover flashing 250mm girth	m	10.00		
2.14.6		Side wall flashing 385mm girth and stepped cover flashing	m	12.00		
2.14.7		Cranked bullnose apex flashing to suppliers detail	m	6.00		
2.14.8		Drip flashing 231mm girth	m	12.00		
2.14.9		Gable capping flashing 660mm girth fixed to steel sheeting and brickwall	m	40.00		
2.14.10		Narrow and broad flute closers 193mm girth	m	42.00		
2.14.11		Narrow and broad flute closers 193mm girth raking at valleys or hips	m	42.00		
2.14.12		Expanded neoprene moulded narrow and broad rib closer	m	63.00		
2.14.13		Expanded neoprene moulded narrow and broad rib closer raking at valleys or hips	m	32.00		
<b>CARRIED FORWARD</b>						

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Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
2.14.14		<b>Prefabricated timber trusses with a pitch not exceeding 25 degree pitch</b>  Complete roof truss construction of prefabricated trusses to CHANGEROOMS (is approximately 500m <sup>2</sup> on slope) including all necessary labour, timber for bracing, purlins, wall plates, gangboards, etc.	No	1.00		
<b>2.15</b>		<b>WOOD PRESERVATIVE</b>				
2.15.1		Two coats creosote on sawn timbers (Provisional)	m <sup>2</sup>	40.00		
2.15.2		Two coats wood preservative applied hot on wrought exposed roof timbers (provisional)	m <sup>2</sup>	40.00		
		<b>Tempered fibre-cement</b>				
2.15.3		15 x 225mm Fascia board countersunk screwed to roof timbers (elsewhere) with two brass screws at maximum 1200mm centres and jointed with and including standard aluminium halfround cover strips at all joints	m	40.00		
2.15.4		15 x 225mm Barge board countersunk screwed to roof timbers (elsewhere) with two brass screws at maximum 1200mm centres and nailed with steel nails into mortar joints at maximum 750mm centres and jointed with and including standard aluminium halfround cover strips at all joints	m	40.00		
<b>2.16</b>		<b>SKIRTINGS</b>				
		<b>Wrought Meranti</b>				
2.16.1		19 x 76mm Skirting with and including 19mm quarter round nailed to walls	m	160.00		
		<b>DOORS &amp; WINDOWS</b>				
2.16.2		D01 Solid Wood Door 877x2064x45 horizontally slatted hung on 1 pair butt hinges a 12 pair butt hinges a supplied by manuf. with frame meranti:2 coats eggshell varnish and a lever lock with two keys	No	4.00		
2.16.3		DO3-SEMI SOLID WOOD DOOR 877x202064x45 horizontally slatted solid meranti finish hung on 1 pair butt hinges a 12 pair butt hinges a supplied by manuf. with frame meranti:2 coats eggshell varnish and a lever lock with two keys	No	8.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 2 : CHANGEROOMS**

Bill  
Changerooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
2.16.4		<b>Standard residential type steel windows with burglar bars to fixed and opening sections. Glazing to be with 0.3mm obscure glass</b> Window type 1, size 573 x 573mm high	No	13.00		
2.16.5		Window type 2, size 1540 x 531mm high	No	4.00		
<b>2.17</b>		<b>FLOOR COVERING</b>				
2.17.1		300 x 300 x 2,5mm Semi-flexible ceramic floor tiles laid in two colour pattern on cement screed	m <sup>2</sup>	10.00		
<b>2.18</b>		<b>WALL TILING</b>				
2.18.1		150 x 150 x 8mm White glazed ceramic wall tiles fixed with an approved tile adhesive and water resistant grouting to plaster (elsewhere) and with jointing compound	m <sup>2</sup>	35.00		
<b>2.19</b>		<b>RAINWATER DISPOSAL</b>				
2.19.1		100 x 125mm Rectangular section eaves gutter with 20mm wide overlapping joints sealed withand including compressible sealing strip and riveted at 20mm centres	m	30.00		
2.19.2		Extra for stopped end	No	16.00		
2.19.3		Extra for outlet with nozzle for and jointed to 75mm diameter galvanised sheet iron downpipe including galvanised wire balloon grating	No	6.00		
2.19.4		75mm Diameter rainwater downpipe with brackets fixed to brick wall or concrete	m	24.00		
2.19.5		Provisional Sum for water reticulation and plumbing	<b>P. Sum</b>			<b>R90 000.00</b>
<b>TOTAL BILL 2 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3</b>		<b>GUARDHOUSE</b>				
<b>3.1</b>		<b>Earthworks</b>				
<b>3.1.1</b>	1	Excavation in earth or compacted filling not exceeding 2m deep	m <sup>3</sup>	12		
3.1.2	2	Extra over for excavation on hard rock	m <sup>3</sup>	4		
		<b>Sundries</b>				
<b>3.1.3</b>	3	Back excavation of vertical sides of excavations for trenches in earth not exceeding 500 mm deep as necessary working space for placing and removing formwork to sides of foundation walls away from excavated face, including backfill to 93% MOD AASHTO density	m <sup>2</sup>	10		
		<b>Extra over all excavations for carting away</b>				
3.1.4	4	Surplus material from excavation and/or stock piles on site to a dumping site to be located by the Contractor	m <sup>3</sup>	3		
		<b>Risk of collapse of excavations</b>				
3.1.5	5	Sides of trench and excavations not exceeding 1,5mm deep	m <sup>2</sup>	24		
		<b>Keeping excavations free of water</b>				
3.1.6	6	Keeping excavations free of water	Item			
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
3.1.7	7	<p><b>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 100% Mod AASHTO density</b></p> <p>Backfilling to trenches, holes, etc</p>	m <sup>3</sup>	10.00		
3.1.8	8	<p><b>Earth filling of G6 material supplied by the contractor compacted in 150mm layers compacted to 95% Mod AASHTO to density</b></p> <p>Under floors, steps, pavings, etc</p>	m <sup>3</sup>	7.00		
3.1.9	9	<p>Backfilling to trenches, holes, etc</p> <p><b>Soil insecticide under a 10 year guarantee by firm of specialist</b></p>	m <sup>3</sup>	2.00		
3.1.10	10	Under floors, etc including forming and poisoning shallow furrows etc and filling in furrows and ramming	m <sup>2</sup>	16.00		
3.1.11	11	To bottoms and sides of trenches, etc	m <sup>2</sup>	12		
<b>3.2</b>		<b>CONCRETE CAST AGAINST EXCAVATED SURFACE</b>				
		<b>20MPa/19mm Concrete in:</b>				
3.2.1	12	Blinding under footings and bases	m <sup>3</sup>	1.50		
		<b>25 MPa/19mm Concrete in:</b>				
3.2.2		Strip footings	m <sup>3</sup>	4.00		
3.2.3		Surface beds cast in panels on waterproofing	m <sup>3</sup>	3.00		
<b>3.3</b>		<b>TEST BLOCKS</b>				
3.3.1		Making and testing 150 x 150 x 150mm concrete strength test cube and submit report to the Representative / Agent (only successful tests will be paid for)	No	6.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
3.4		<b>PLASTER</b>				
		<b>SCREEDS</b>				
3.4.1		25mm Thick on floors and landings with steel trowel finish	m <sup>2</sup>	16.00		
3.4.2		Cement plaster on brickwork	m <sup>2</sup>	348.60		
3.5		<b>PAINTING</b>				
		<b>Prepare, stop and apply one coat plascon primer and two coats plascon dune wall and all paint</b>				
3.5.1		On external plastered walls	m <sup>2</sup>	10.00		
		<b>Prepare, stop and apply one coat plascon primer, and two coats plascon dune wall and all wall paint</b>				
3.5.2		On internal plastered walls	m <sup>2</sup>	70.00		
		<b>ON FIBRE-CEMENT</b>				
		<b>Prepare, stop and apply one coat alkali resistant primer, one coat universal undercoat and two full coats enamel paint</b>				
3.5.3		On internal fibre-cement board ceilings and cornices including priming steel joints and nail heads with one coat zinc phosphate alkyd resin primer	m <sup>2</sup>	10.00		
		<b>On Doors</b>				
3.5.4		Prepare, touch up factory primer and apply one coat universal undercoat and two full coats high gloss enamel paint	m <sup>2</sup>	8.00		
		On Steel door frames, gates & all metal work				
3.5.5		Prepare, touch up factory primer and apply one coat universal undercoat and two full coats high gloss enamel paint	m <sup>2</sup>	2.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**TENDER NO: TECH/11/2020-21**  
**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
<b>3.6</b>		<b>NAILED UP CEILINGS</b>				
		<b>Plasterboard ceilings</b>				
3.6.1		Horizontal ceiling formed of 6,4mm thick x 1200mm wide boards with and including H-type pressed steel jointing strips and 38 x 50mm sawn softwood brandering at 400mm centres in one direction and around edges where required for fixing cornices, securely spiked to roof timbers	m <sup>2</sup>	10.00		
3.6.2		Extra over gypsum plasterboard ceiling for hinged pressed metal trap door size 600 x 600mm including all necessary ironmongery	No	1.00		
3.6.3		Shadowline cornice, plugged to walls	m	23.00		
<b>3.7</b>		<b>MOVEMENT JOINTS, ETC</b>				
3.7.1		10mm Bitumen impregnated fibre board built in vertically between concrete and brick walls	m	4.00		
3.7.2		4 x 30mm Saw cuts in top of concrete	m	4.00		
		<b>Finishing top surfaces of concrete smooth with a wood float</b>				
3.7.3		Surface beds, slabs, etc to falls	m <sup>2</sup>	16.00		
		<b>Finishing top surfaces of concrete smooth with a power float with approved concrete floor hardener added (5kg/m<sup>2</sup>) and curing with an approved curing compound at a rate not exceeding 11m<sup>2</sup>/liter and finish to a steel trowel</b>				
3.7.4		Surface beds, slabs, etc	m <sup>2</sup>	16.00		
		<b>Rough formwork to sides</b>				
3.7.5		Walls in foundations	m <sup>2</sup>	1.00		
3.7.6		Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	2.00		
		<b>Provision for Mild and High tensile steel reinforcement to structural concrete work</b>				
3.7.7		In Varying diameters	t	0.50		
		<b>Fabric reinforcement</b>				
3.7.8		Mesh reinforcement with mesh reference number 193 laid in concrete surface beds, slabs, etc with 300mm wide side and end laps (measured net)	m <sup>2</sup>	16.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
<b>3.9</b>		<b>MASONRY</b>				
		<b>FOUNDATIONS (PROVISIONAL)</b>				
		<b>Brickwork of NFX bricks (14 MPA nominal compressive strength) in class I mortar</b>				
3.9.1		One brick walls	m <sup>2</sup>	15.00		
<b>3.10</b>		<b>SUPERSTRUCTURE</b>				
		<b>Brickwork in NFP clay bricks (7 Mpa nominal compressive strength) in Class II mortar</b>				
3.10.1		Half brick walls	m <sup>2</sup>	2.00		
3.10.2		One brickwall in beamfilling	m <sup>2</sup>	9.00		
3.10.3		One brick walls	m <sup>2</sup>	55.00		
3.10.4		Prepare set of three 150 x 150 x 150mm mortar (10MPa) strength test cubes, label and send to an approved laboratory for testing, pay all charges and submit report to the Representative/Agent. Only successful tests will be paid for (Provisional)	No	4.00		
<b>3.12</b>		<b>BRICK REINFORCEMENT</b>				
3.12.1		6,3mm Diameter mild steel bar reinforcement cut to lengths and built into brick lintels	kg	6.00		
3.12.2		75mm Wide reinforcement built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	30.00		
3.12.3		150mm Wide reinforcement built into brick walls with sufficient laps at end joints, angles and intersections (measured net)	m	220.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
		<b>APPROVED PRESTRESSED FABRICATED LINTELS</b>				
3.12.4		110 x 75mm Lintels in lengths not exceeding 3m	m	2.00		
3.12.5		150 x 75mm Lintels in lengths not exceeding 3m	m	2.00		
<b>3.13</b>		<b>AIR BRICKS</b>				
3.13.1		229 x 152mm Precast concrete vermin proof air bricks with gauze backing and building into brickwork in cement mortar	No	2.00		
<b>3.14</b>		<b>MOVEMENT JOINTS</b>				
3.14.1		Movement joint formed of 20mm softboard built in vertically between brickwork (Provisional)	m <sup>2</sup>	4.00		
<b>3.15</b>		<b>WATERPROOFING</b>				
		<b>One layer approved 375 micron embossed black polyethylene damp proof course</b>				
3.15.1		In walls	m <sup>2</sup>	10.00		
		One layer 250 micron green polyethylene waterproof sheeting complying with SABS 952 Type C in widest practicable widths with all joints lapped and sealed with pressure sensitive tape all in strict accordance with the manufacturer's requirements				
3.15.2		Under surface beds	m <sup>2</sup>	17.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
3.16		<b>PROFILED METAL SHEETING AND ACCESSORIES</b>				
		<b>0,60mm Approved Z275 IBR profile galvanised sheet steel with silicone polyester finish on one side in single lengths fixed to timber purlins or rails and 0,60mm approved Z275 galvanised sheet steel accessories with silicon polyester finish on one side</b>				
		Note The Contractor is to submit a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified				
3.16.1		Roof covering with pitch not exceeding 25 degrees	m <sup>2</sup>	22.00		
		<b>SHEET METAL FLASHINGS, LININGS, COPINGS ETC</b>				
		<b>0,6mm Approved Z275 IBR profile galvanised sheet steel with silicone polyester finish on one side in single lengths fixed to timber purlins or rails and 0.60mm approved Z275 galvanised sheet steel accessories with silicon polyester finish on one side.</b>				
3.16.2		Linings to valleys with riveted and soldered joints	m	5.00		
3.16.3		Ridge capping 462mm girth	m	5.00		
3.16.4		Hip capping 462mm girth	m	1.00		
3.16.5		Head wall flashing 462mm girth and cover flashing 250mm girth	m	1.00		
3.16.7		Side wall flashing 385mm girth and stepped cover flashing	m	1.00		
		<b>Prefabricated timber trusses with a pitch not exceeding 25 degree pitch</b>				
3.16.8		Complete roof truss construction of prefabricated trusses to GuardhouseS (is approximately 500m <sup>2</sup> on slope) including all necessary labour, timber for bracing, purlins, wall plates, gangboards, etc.	No	1.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**TENDER NO: TECH/11/2020-21**  
**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
		<b>WOOD PRESERVATIVE</b>				
3.16.9		Two coats creosote on sawn timbers (Provisional)	m <sup>2</sup>	6.00		
3.16.10		Two coats wood preservative applied hot on wrought exposed roof timbers (provisional)	m <sup>2</sup>	6.00		
		<b>Tempered fibre-cement</b>				
3.16.11		15 x 225mm Fascia board countersunk screwed to roof timbers (elsewhere) with two brass screws at maximum 1200mm centres and jointed with and including standard aluminium halfround cover strips at all joints	m	6.00		
3.16.12		15 x 225mm Barge board countersunk screwed to roof timbers (elsewhere) with two brass screws at maximum 1200mm centres and nailed with steel nails into mortar joints at maximum 750mm centres and jointed with and including standard aluminium halfround cover strips at all joints	m	6.00		
<b>3.17</b>		<b>SKIRTINGS</b>				
		<b>Wrought Meranti</b>				
3.17.1		19 x 76mm Skirting with and including 19mm quarter round nailed to walls	m	18.00		
<b>3.18</b>		<b>DOORS &amp; WINDOWS</b>				
3.18.1		D01 Solid Wood Door 813x2032x45 horizontally slatted hung on 1 pair butt hinges a 12 pair butt hinges a supplied by manuf. with frame meranti:2 coats eggshell varnish and a lever lock with two keys	No	1.00		
3.18.2		DO3-SEMI SOLID WOOD DOOR 877x2064 horizontally slatted solid meranti finish hung on 1 pair butt hinges a 12 pair butt hinges a supplied by manuf. with frame meranti:2 coats eggshell varnish and a lever lock with two keys	No	2.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**BILL 3 : GUARDHOUSE**

Bill  
Guardhouse

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
3.18.10		<b>Standard residential type steel windows with burglar bars to fixed and opening sections. Glazing to be with 0.4mm obscure glass</b> Window type 3, size 1022x1245mmmm high	No	1.00		
		Window type 1, size 573 x 573mm high	No	1.00		
<b>3.19</b>		<b>RAINWATER DISPOSAL</b>				
3.19.1		100 x 125mm Rectangular section eaves gutter with 20mm wide overlapping joints sealed withand including compressible sealing strip and riveted at 20mm centres	m	5.00		
3.19.2		Extra for stopped end	No	2.00		
3.19.3		Extra for outlet with nozzle for and jointed to 75mm diameter galvanised sheet iron downpipe including galvanised wire balloon grating	No	4.00		
3.19.4		75mm Diameter rainwater downpipe with brackets fixed to brick wall or concrete	m	24.00		
2.19.5		Provisional Sum for water reticulation and plumbing	<b>P. Sum</b>			<b>R10 000.00</b>
<b>TOTAL BILL 3 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
 Soccer Field

**BILL 4 : SOCCER FIELD**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4		<b><u>SOCCER PITCH</u></b>				
4.1	1200C	<b><u>SITE CLEARANCE</u></b>				
		<u>Clear and Grub</u>				
4.1.1		a) Areas (only where instructed)	m <sup>2</sup>	6 175		
		<u>Remove and grub large trees and tree stumps</u>				
4.1.2		(a) Over 1,0 m and up to and including 2,0 m	No.	8		
4.1.3		(b) Over 2,0 m and up to and including 3,0 m	No.	12		
4.2	1200D	<b><u>EARTHWORKS</u></b>				
	8.3.2	<u>Bulk excavation</u>				
4.2.1		b) Removal of top soil to nominal depth of 150mm	m <sup>3</sup>	925		
4.2.2		c) Excavate in all materials and dispose within a freehaul distance of 0,5 km	m <sup>3</sup>	2500		
4.2.3		d) Setting out for cut and fill	Sum			
4.3	1200D	<b><u>MASS EARTHWORKS</u></b>				
		<u>Cut and borrow to fill, including free haul up to 0.5km and stockpiling:</u>				
4.3.1		(a) Material in compacted layer thicknesses of 200mm and less:				
4.3.2		(i) Compaction to 93% Mod of modified AASHTO density	m <sup>3</sup>	3510		
4.3.3		(ii) Rip & Recompact Insitu material	m <sup>3</sup>	930		
	8.3.4	<b><u>Backfilling</u></b>				
4.3.4		(a) 100mm Thick Crusherun base imported from commercial source and lightly compacted	m <sup>3</sup>	620		
4.3.5		(b) 25mm Coarse river sand blinding layer	m <sup>3</sup>	160		
4.3.6		c) 100mm thick pitch topsoil sand sub-base layer as detailed on dwg BCE066-TBS-CIV-004 to grading specified	m <sup>3</sup>	617.50		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
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**TENDER NO: TECH/11/2020-21**

Bill  
 Soccer Field

**BILL 4 : SOCCER FIELD**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
<b>4.4</b>	<b>1200DA</b>	<b>GRASSING</b>				
4.4.1	5.2.5.3	a) Fertilise, plant, water, weed and mow soccer field/athletics track with Cynodon Transvalensis (Gulf Green) grass sods (instant lawn) at 100% coverage and maintain until established (min 3 months).	ha	0.63		
4.4.2	5.2.5.4	b) Fertilise, plant, water, weed and mow soccer field with Kikuyu grass sods (instant lawn) at 100% coverage and maintain until established (min 3 months).	ha	0.63		
<b>4.5</b>	<b>B</b>	<b><u>SPECIALISED ITEMS</u></b>				
4.5.1		Dual Posts (Soccer & Rugby Posts)	No.	2.00		
4.5.2		Net to Goal Posts	No.	2.00		
4.5.3		Thick slurry applied with a mechanical marker machine on well established and mowed grass surface including setting out soccer field marking lines 100mm wide	m	550.00		
4.5.4		1.2m high boundary fence including Gate	m	185		
<b>4.6</b>		<b>WATER SUPPLY</b>				
4.6.1		Supply and laying of 50mm class 6 pe100 pipe	m	590.00		
4.6.2		Supply and laying of pvc 110 class 6 mpvc pipe	m	260.00		
4.6.3		Supply and laying of 110mm Equal Tee	No	5.00		
4.6.4		Supply and laying of 110mm 90 Degree Bend	No	2.00		
4.6.5		Supply and laying of 50mm 90 Degree Bend	No	6.00		
4.6.6		Supply and laying of 50mm cross T	No	3.00		
4.6.7		Supply and install of 50mm end cap	No	9.00		
4.6.8		Supply and install of 90mm end cap	No	1.00		
4.6.9		Supply and install reducer 110mm to 90mm	No	4.00		
4.6.10		Installation of Jumbo Valve Box (668x503x307mm) with 100DV R/Bird 25mm Solenoid Valves and Quick Coupling Brass valves and Key	No	4.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
 Soccer Field

**BILL 4 : SOCCER FIELD**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
4.6.11		Installaltion of a watermeter on a 110mm diameter pipe	No	1.00		
4.6.12		Installation GPG 100mm pop up sprinklers fitted to 50mmx20mm saddle clamp and nylon nipple	No	52.00		
4.6.13		Elevated Storage Tanks (Jojo) with plumbing	Item	1.00		
<b>4.7</b>		<b>SUBSOIL DRAINAGE PIPES</b>				
4.7.1		110 Perforated Geo Pipe	m	490.00		
4.7.2		19mm crusher stone	m <sup>3</sup>	102.90		
4.7.3		Buddim	m <sup>2</sup>	1176.00		
		Junction Box /Manhole	No	16.00		
		<b>Excavation for pipes (Water &amp; Subsoil)</b>				
4.7.4		Excavating for pipes less than 1.5m deep	m <sup>3</sup>	964.80		
		Backfilling				
4.7.5		(i) Compaction to 93% Mod of modified AASHTO density	m <sup>3</sup>	945.50		
<b>4.8</b>		<b>PERIMETER FENCE</b>				
4.8.1		Fencing 1300mm high formed of 50mm mesh chain link netting of 2mm diameter galvanised mild steel wire strained and secured to top and bottom rails and posts at 3870mm centres (rails and posts elsewhere) with and including 2mm galvanised binding wire Soccer pitch	m	170.00		
4.8.2		Double vehicle gate size 3000 x 1000mm high formed of 50mm diameter x 2,8mm thick pipe framing all round complete with one 50mm diameter x 2,8mm thick pipe diagonal brace all neatly mitred and welded at intersections; the gate with two strands of 4mm thick galvanised mild steel straining wire mechanically and covered with and including 50mm mesh chain link netting of 3,15mm diameter galvanised mild steel wire securely fixed to straining wires and framing with and including 2mm galvanised binding wire, the one style fitted with and including two standard type pin and collar	No	1.00		
4.8.3		Provisional Amount for Grandstand	Sum			R280 000.00
4.8.4		Profit and attandance	%	280000.00		
<b>TOTAL BILL 4 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
Basketball & Netball Court

**BILL 5 : BASKETBALL & NETBALL COMBI COURT**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>5</b>		<b><u>BASKETBALL, NETBALL, VOLLEYBALL &amp; TENNIS</u></b>				
<b>5.1</b>	<b>1200C</b>	<b><u>SITE CLEARANCE</u></b>				
		<u>Clear and Grub</u>				
5.1.1	2.1.1	a) Areas (only where instructed)	m <sup>2</sup>	1 480		
5.1.2	8.3.2	<u>Bulk excavation</u>				
		a) Excavate in all materials and use for embankbank / terraces as ordered (compacted fill).	m <sup>3</sup>	518		
<b>5.2</b>	<b>D</b>	<b><u>MASS EARTHWORKS</u></b>				
	8.3.2	<u>Cut and borrow to fill, including free haul up to 0.5km and stockpiling:</u>				
		(a) Material in compacted layer thicknesses of 200mm and less:				
5.2.1		(i) Compaction to 95% Mod of modified AASHTO density	m <sup>3</sup>	518		
5.2.2		(ii) Rip & Recompect Insitu material	m <sup>3</sup>	222		
	8.3.4	<b><u>Backfilling</u></b>				
5.2.3		(a) 100mm Thick Crushe run subbase imported from commecial source and lightly compacted	m <sup>3</sup>	222		
<b>5.3</b>		<b><u>MISCELLANEOUS</u></b>				
5.3.1		20MPa Concrete surface beds for field events.. Rate to be for excv., concrete and floating complete	m <sup>3</sup>	100.00		
5.3.2		25mm Screed	m <sup>3</sup>	25.00		
5.3.3		Artificial Synthetic Surface	m <sup>2</sup>	992.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
Basketball & Netball Court

**BILL 5 : BASKETBALL & NETBALL COMBI COURT**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
2.7.8		<b>Fabric reinforcement</b> Mesh reinforcement with mesh reference number 395 laid in concrete surface beds, slabs, etc with 300mm wide side and end laps (measured net)	m <sup>2</sup>	945.00		
		Saw-cut expansion joints 10mm thick	m	341.00		
5.4		<b>CONCRETE BLOCK PAVING</b>				
5.4.1		Provide and Construct interlocking paving lain in herringbone pattern 60 mm thick, 25 Mpa Type S-A concrete paving blocks. price must include bedding, Sand layer, Compaction and finishing ( Colour to suit Client)	m <sup>2</sup>	308		
5.4.2		<u>Marking</u> b) Mark combination court with PVA paint (Colour to be specified)	m	450.00		
5.5	<b>B</b>	<b><u>SPECIALISED ITEMS</u></b>				
5.5.1		Basket Ball Posts	No	2.00		
5.5.2		Backboards	No	2.00		
5.5.3		Tennis & Volleyball Net and Posts	No	1.00		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
Basketball & Netball Court

**BILL 5 : BASKETBALL & NETBALL COMBI COURT**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
5.5.4		<b>Perimeter Fence</b> Security fencing : 50x2mm Chain Link Fence 3.600mm high with 76.2 diameter of 4mm thick steel tube at 3m center to center. 38.1 diameter of 2mm thick horizontally placed ties as per drawing No BCE066-TBS-CIV-006	m	170.00		
5.5.5		100x50x2.5mm mild pedestrian steel gate frame welded to middle 76x50x2.5mm upright support and grided with fuse bonded clearview complete with lockable latch three heavy duty gate hinges both side and a steel drop bar	No	1.00		
<b>4.7</b>		<b>SUBSOIL DRAINAGE PIPES</b>				
4.7.1		110 Perforated Geo Pipe	m	180.00		
4.7.2		19mm crusher stone	m <sup>3</sup>	37.80		
4.7.3		Buddim	m <sup>2</sup>	432.00		
		Junction Box /Manhole	No	5.00		
		Excavasion & General Backfill	m <sup>3</sup>	108.00		
<b>TOTAL BILL 5 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
 Parking Area

**BILL 6 : PARKING AREA**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6		<b><u>PARKING AREA</u></b>				
6.1	1200C	<b><u>SITE CLEARANCE</u></b> <u>Clear and Grub</u>				
6.1.1	8.2.1	a) Areas (only where instructed)	m <sup>2</sup>	1 500		
	1200D	<b><u>MASS EARTHWORKS</u></b> <u>Cut and borrow to fill, including free haul up to 0,5km and stockpiling;</u>				
6.1.2	8.3.2	(a) Material in compacted layer thicknesses of 200mm and less:				
6.1.3		(i) Compaction to 93% Mod of modified AASHTO density	m <sup>3</sup>	675		
6.2	8.3.4	<b>LAYER WORKS</b>				
6.2.1		(i) Importation of material from commercial source	m <sup>3</sup>	300		
6.2.2		(ii) Pavement layers constructed from gravel taken from cut, stockpile or borrow, including free-haul up to 1,0km:	m <sup>3</sup>	450		
6.2.3		(f) 150mm Gravel Base G5 Compacted to 95% MOD AASHTO	m <sup>3</sup>	225		
6.2.4		(ii) Compaction to 93% Mod of modified AASHTO density	m <sup>3</sup>	450		
6.3		<b>CONCRETE BLOCK PAVING</b>				
6.3.1		(i) Provide and Construct interlocking paving lain in herringbone pattern 60 mm thick, 25 Mpa Type S-A concrete paving blocks. price must include bedding, Sand layer, Compaction and finishing ( Colour to suit Client)	m <sup>2</sup>	800		
6.3.1		(ii) Provide and Construct interlocking paving lain in herringbone pattern 80 mm thick, 25 Mpa Type S-A concrete paving blocks. price must include bedding, Sand layer, Compaction and finishing ( Colour to suit Client)	m <sup>2</sup>	300		
<b>CARRIED FORWARD</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**

Bill  
 Parking Area

**BILL 6 : PARKING AREA**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
6.4	1200GE	<b>KERBING</b>				
6.4.1	8.2.4	(i) Precast concrete semi vertical kerbing to SABS 927 Fig. 7 Kerb with (2:1) cement mortar for joints including 15MPa/19mm mass concrete bedding size and haunching	m	250		
6.4.2	8.2.4	(i) Precast concrete semi mountablekerbing to SABS 927 Fig. 8c Kerb with (2:1) cement mortar for joints including 15MPa/19mm mass concrete bedding size and haunching	m	15		
6.5		<b>STORMWATER DRAINAGE</b>				
6.5.1		(i) 300mm Diameter 75D Concrete Pipe Culverts	m	40		
6.5.2		(ii) 450mm Diameter 75D Concrete Pipe Culverts	m	35		
6.5.3		(iii) Manhole including banching as per drawing BCE066-TBS-STD001 Stormwater (Size varies)	No	4.00		
6.5.4		(iv) Heavy duty grid inlets as drawing BCE066-TBS-STD001 Stormwater	No	2.00		
6.5.6		(v) Concrete Manhole Cover	NO	3.00		
6.5.6		(vi) Excavation	m <sup>3</sup>	52.50		
6.5.7		(vii) Bedding	m <sup>3</sup>	7.88		
6.5.8		(viii) Backfill with material in compacted to 93% MOD AASHTO with 200 layer thicknesses	m <sup>3</sup>	44.63		
<b>TOTAL BILL 6 CARRIED FORWARD TO SUMMARY</b>						R0.00

THABAZIMBI LOCAL MUNICIPALITY  
 RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4  
 TENDER NO: TECH/11/2020-21

Bill  
 Grand Stand

**BILL 7 : GRAND STAND**

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>GRAND STAND</b>				
7.1		Provision and erection of Spectator Steel Grand Stand	Prov Sum	1		R270 000.00
7.2		Overheads, charges & profit on 1.3.8 above	%	R270 000.00		
<b>TOTAL BILL 7 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 8 : FENCING**

Bill  
Fencing

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>8</b>		<b><u>SECTION 5500 : FENCING</u></b>				
8.1.1		Security fencing : Fuse bonded pvc 2000 high x 3000 wide clear-vu fence with 3.15mm horizontal wire completely fitted with clamps and screws and fitted with galvanised steel multi spikes at the top.	m	709.0		
8.1.2		Supply, deliver and install new 4m wide Clear-vu sliding gate. Rate for complete gate incl foundations.	no	2.0		
8.1.3		Supply, deliver and install new 1m wide Clear-vu pedestrian gate as per detail dwg	no	2.0		
8.1.4		2.6x76x76x2.5mm steel post fixed into a concrete base and to be made watertight at the cap.	No	160.00		
8.1.5		Security fence: Fuse bonded pvc 4000 high x 3000 wide clear-vu fence with 3.15mm horizontal wire completely fitted with clamps and screws and fitted with galvanised steel spikes	m	110		
		<b>The following in galvanised mild steel gates and fixing in position complete</b>				
8.1.6		Single pedestrian gate size 2230high x 350 diameter hot dipped galvanised steel turnstar or approved gate	No	1		
8.1.7		100x50x2.5mm mild steel gate frame welded to middle 76x50x2.5mm upright support and grilled with fuse bonded clearview complete with lockable latch three heavy duty gate hinges both side and a steel drop bar	No	1		
8.1.8		Clear, Excavation for all posts (Fence & Gate) and backfilling with 20MPa concrete mixture	Sum	1		
<b>TOTAL BILL 8 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 9 : ELECTRICAL PRELIMINARY AND GENERAL**

Bill  
Preliminary and General

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9.1.1		<u>Site establishment cost</u>	sum	1.00		
9.1.2		On-site measurements cost	sum	1.00		
9.1.3		Liason with Local Authority (ESKOM) switching off/on power	sum	1.00		
9.1.4		<u>Engraved labels on each DBs and Kiosk</u>	sum	1.00		
9.1.6		Compliance with ESKOM and Principal Contractor's Safety, Health and Enviromental rules and plans & submission of saftey file	sum	1.00		
9.1.7		Issue certificate of compliance for the whole installation	sum	1.00		
9.1.8		As-built drawings for refurbished electrical installation	sum	1.00		
9.1.9		Certificates of compliance for complete Electrical installation.	sum	1.00		
9.1.10		12 months warantee for Equipment (i.e lighting fittings)	sum	1.00		
9.1.11		Operating & Maintenance Manuals (3 x Sets)	sum	1.00		
9.1.12		Security (If not provided by Building Contractor) for the duration of the contract of the contract	sum	1.00		
<b>TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 10 : BULK POWER SUPPLY**

Bill  
 Bulk Power Supply

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>10</b>		<b><u>BULK POWER POWER SUPPLY</u></b>				
10.1		DISTRIBUTION - KIOSK Supply & Install distribution board kiosk				
10.1.1		Distribution board - kiosk (MAIN KIOSK)	No	1.00		
10.2		LOW VOLTAGE CABLES				
10.2.1		<b>Supply and deliver PVC/SWA/PVC 50mm<sup>2</sup> 4 core cable</b>	m	60.00		
10.2.2		Install PVC/SWA/PVC 50mm <sup>2</sup> 4 core cable to Mini-	m	60.00		
10.3		<b>EARTH CONDUCTOR CABLES</b>				
10.3.1		<b>Supply and Deliver BCEW 35mm cable</b>	m	60.00		
10.3.2		<b>Install BCEW 35mm cable</b>	m	60.00		
10.4		TERMINATE LOW VOLTAGE CABLES - PVC/SWA/PVC				
10.4.1		<b>50mm<sup>2</sup> 4 core cu cable</b>		2		
10.5		EXCAVATION				
10.5.1		Excavate in all materials for trenches, backfill with soft sand	m <sup>3</sup>	45.00		
10.5.2		Supply plastic warning tape	m	60.00		
10.5.3		<b>Install plastic warning tape</b>	m	60.00		
<b>TOTAL BILL 10 CARRIED FORWARD TO SUMMARY</b>						

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 11 : GUARD HOUSE ELECTRICAL**

Bill  
Guard House

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
11						
11.3		<b><u>DISTRIBUTION BOARDS</u></b> <b><u>Supply distribution board (for guard house) as per drawing</u></b>				
11.4.1		Supply and deliver distribution board	No	1		
11.4.2		Install Distribution board	No	1		
11.5		<b><u>LOW VOLTAGE CABLES</u></b>				
11.5.1		Supply and deliver PVC/SWA/PVC 6mm <sup>2</sup> 3 core cable	m	100		
11.5.2		Install PVC/SWA/PVC 6mm <sup>2</sup> 2 core cable	m	100		
11.6		<b><u>EARTH CONDUCTOR CABLES</u></b>				
11.6.1		Supply and deliver BCEW 4mm	m	100		
11.6.2		Install BCEW 4mm	m	100		
11.6		<b><u>LOW VOLTAGE CABLES</u></b>				
11.6.1		Supply and Install insulated 2.5mm wire	m	250		
11.6.2		Supply and Install insulated 4mm wire	m	100		
11.6		<b><u>EARTH CONDUCTOR CABLES</u></b>				
11.6.1		Supply and Install BCEW 2.5mm	m	250		
11.6.2		Supply and Install BCEW 24mm	m	100		
11.7		<b><u>Terminate PVC/SWA/PVC Cu LV cable (Lugs and terminate PVC Cables)</u></b>				
11.7.1		6mm <sup>2</sup> , 4-core	No	2		
11.7.2		2,5mm <sup>2</sup> , 4-core	No	0		
11.8		<b><u>Terminate BCEW (Lugs and terminate Bare Earth Cables)</u></b>				
11.8.3		6mm <sup>2</sup>	No	2		
11.8.4		2,5mm <sup>2</sup> , 4-core	No	0		
11.9		<b><u>Supply and deliver conduit complete</u></b>				
11.9.3		25mm Ø galvanized steel conduits with raised hospital saddles	m	5		
11.9.4		20mm Ø PVC conduits with raised hospital saddles	m	50		
11.10		<b><u>Install conduit complete with accessories</u></b>				
11.10.1		25mm Ø galvanized steel conduits with raised hospital saddles	m	5		
11.10.2		20mm Ø PVC conduits with raised hospital saddles	m	50		
11.11		<b><u>Supply and deliver one lever light switch complete with accessories</u></b>				
11.11.1		One lever light switch complete with accessories	m	2.00		
11.11.2		Two way one lever light switch complete with accessories	m	0.00		
11.12		<b><u>Install one lever light switch complete with accessories</u></b>				
11.12.1		One lever light switch complete with accessories	m	2.00		
11.12.2		Two way one lever light switch complete with accessories	m	0.00		
11.13		<b><u>Supply and deliver Lighting material (as per drawing specification)</u></b>				
11.13.1		Supply and deliver Phillips lighting or equally approved 13watts LED down lighters, luminaire complete with lamps	no	2.00		
11.13.2		Supply and deliver of 1200mm long fluorescent, T8, luminaire complete with lamps - Voltex M6V-336-ELB Voltex with prismatic acrylic diffuser	no	0.00		
11.13.3		Supply and deliver Surface mounted, Voltex fluorescent light, M6N-236-ELB , 2 x 36watts 1200mm Long Prismatic Acrylic Diffuser	no	1.00		
11.13.4		Surface mounted, open channel fluorescent light, 2 x 36watts 1200mm Long.	no	0.00		
11.13.6		Supply and deliver bulkhead fitting - BEKA series 31, with ingress protection IP 65, wall mounted	no	4.00		
<b>AMOUNT CARRIED FORWARD</b>						

<b>AMOUNT BROUGHT FORWARD</b>					
11.14		<b><u>Install Lighting material complete with accessories</u></b>			
11.14.1		Supply and deliver Phillips lighting or equally approved 13watts LED down lighters, luminaire complete with lamps	no	2.00	
11.14.2		Supply and deliver of 1200mm long fluorescent, T8, luminaire complete with lamps - Voltex M6V-236-ELB Voltex with prismatic acrylic diffuser	no	0.00	
11.14.3		Supply and deliver Surface mounted, Voltex fluorescent light, M6N-236-ELB , 2 x 36watts 1200mm Long Prismatic Acrylic Diffuser	no	1.00	
11.14.4		Surface mounted, open channel fluorescent light, 2 x 36watts 1200mm Long.	no	0	
11.14.5		Supply and deliver bulkhead fitting - BEKA series 31, with ingress protection IP 65, wall mounted	no	4.00	
11.15		<b><u>Supply and deliver Socket outlets</u></b>			
11.15.1		Supply and deliver 16A 3-pin single switched socket outlet	no	1.00	
11.15.2		Install 16A 3-pin single switched socket outlet	no	1.00	
11.15.3		Supply and deliver 16A 3-pin Double switched socket outlet	no	1.00	
11.15.4		Install 16A 3-pin Double switched socket outlet	no	1.00	
11.16		<b><u>Supply and Deliver Isolator switches for fixed equipment</u></b>			
11.16.1		Clipsal / Crabtree : 40A Triple pole IP56 surface mount	no	1.00	
11.16.2		Clipsal / Crabtree : 20A Triple pole IP56 surface mount	no	0.00	
11.17		<b><u>Install Isolator switches for fixed equipment</u></b>			
1.17.1		Clipsal / Crabtree : 40A Triple pole IP56 surface mount	no	1.00	
11.17.2		Clipsal / Crabtree : 20A Triple pole IP56 surface mount	no	0.00	
11.18		<b><u>LIGHTNING PROTECTION AND EARTHING SYSTEM</u></b>			
11.18.1		Supply and install lightning protection and earthing system for electrical system of the building and include distribution boards	sum	1.00	
11.18.2		Certificates of compliance for earthing of the whole lightning protection system and earthing	sum	1.00	
<b>TOTAL BILL 11 CARRIED FORWARD TO SUMMARY</b>					

**THABAZIMBI LOCAL MUNICIPALITY**  
**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4**  
**TENDER NO: TECH/11/2020-21**  
**BILL 12 : CHANGE ROOMS ELECTRICAL**

Bill  
Change Rooms

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
12.3		<b><u>DISTRIBUTION BOARDS</u></b> <b><u>Supply distribution board (for changerooms) as per drawing</u></b>				
12.4.1		Supply and deliver distribution board	No	1		
12.4.2		Install Distribution board	No	1		
12.5		<b><u>LOW VOLTAGE CABLES</u></b>				
12.5.1		Supply and deliver PVC/SWA/PVC 10mm <sup>2</sup> 3 core cable	m	100		
12.5.2		Install PVC/SWA/PVC 10mm <sup>2</sup> 2 core cable	m	100		
12.6		<b><u>EARTH CONDUCTOR CABLES</u></b>				
12.6.1		Supply and deliver BCEW 6mm	m	100		
12.6.2		Install BCEW 6mm	m	100		
12.6		<b><u>LOW VOLTAGE CABLES</u></b>				
12.6.1		Supply and Install insulated 2.5mm wire	m	1 000		
12.6.2		Supply and Install insulated 4mm wire	m	800		
12.6		<b><u>EARTH CONDUCTOR CABLES</u></b>				
12.6.1		Supply and Install BCEW 2.5mm	m	500		
12.6.2		Supply and Install BCEW 24mm	m	400		
12.7		<b><u>Terminate PVC/SWA/PVC Cu LV cable (Lugs and terminate PVC Cables)</u></b>				
12.7.1		6mm <sup>2</sup> , 4-core	No	4		
12.7.2		2,5mm <sup>2</sup> , 4-core	No	4		
12.8		<b><u>Terminate BCEW (Lugs and terminate Bare Earth Cables)</u></b>				
12.8.3		6mm <sup>2</sup>	No	4		
12.8.4		2,5mm <sup>2</sup> , 4-core	No	4		
12.9		<b><u>Supply and deliver conduit complete</u></b>				
12.9.3		25mm Ø galvanized steel conduits with raised hospital saddles	m	20		
12.9.4		20mm Ø PVC conduits with raised hospital saddles	m	100		
1,10		<b><u>Install conduit complete with accessories</u></b>				
12.10.1		25mm Ø galvanized steel conduits with raised hospital saddles	m	20		
12.10.2		20mm Ø PVC conduits with raised hospital saddles	m	100		
12.11		<b><u>Supply and deliver one lever light switch complete with accessories</u></b>				
12.11.1		One lever light switch complete with accessories	m	4.00		
12.11.2		Two way one lever light switch complete with accessories	m	2.00		
12.12		<b><u>Install one lever light switch complete with accessories</u></b>				
12.12.1		One lever light switch complete with accessories	m	4.00		
12.12.2		Two way one lever light switch complete with accessories	m	2.00		
12.13		<b><u>Supply and deliver Lighting material (as per drawing specification)</u></b>				
12.13.1		Supply and deliver Phillips lighting or equally approved 13watts LED down lighters, luminaire complete with lamps	no	8.00		
12.13.2		Supply and deliver of 1200mm long fluorescent, T8, luminaire complete with lamps - Voltex M6V-336-ELB Voltex with prismatic acrylic diffuser	no	0.00		
12.13.3		Supply and deliver Surface mounted, Voltex fluorescent light, M6N-236-ELB , 2 x 36watts 1200mm Long Prismatic Acrylic Diffuser	no	2.00		
12.13.4		Surface mounted, open channel fluorescent light, 2 x 36watts 1200mm Long.	no	0.00		
12.13.6		Supply and deliver bulkhead fitting - BEKA series 31, with ingress protection IP 65, wall mounted	no	8.00		
<b>AMOUNT CARRIED FORWARD</b>						

<b>AMOUNT BROUGHT FORWARD</b>					
12.14		<b><u>Install Lighting material complete with accessories</u></b>			
12.14.1		Supply and deliver Phillips lighting or equally approved 13watts LED down lighters, luminaire complete with lamps	no	8.00	
12.14.2		Supply and deliver of 1200mm long fluorescent, T8, luminaire complete with lamps - Voltex M6V-236-ELB Voltex with prismatic acrylic diffuser	no	0.00	
12.14.3		Supply and deliver Surface mounted, Voltex fluorescent light, M6N-236-ELB , 2 x 36watts 1200mm Long Prismatic Acrylic Diffuser	no	2.00	
12.14.4		Surface mounted, open channel fluorescent light, 2 x 36watts 1200mm Long.	no	0	
12.14.5		Supply and deliver bulkhead fitting - BEKA series 31, with ingress protection IP 65, wall mounted	no	8.00	
12.15		<b><u>Supply and deliver Socket outlets</u></b>			
12.15.1		Supply and deliver 16A 3-pin single switched socket outlet	no	4.00	
12.15.2		Install 16A 3-pin single switched socket outlet	no	4.00	
12.15.3		Supply and deliver 16A 3-pin Double switched socket outlet	no	2.00	
12.15.4		Install 16A 3-pin Double switched socket outlet	no	2.00	
12.16		<b><u>Supply and Deliver Isolator switches for fixed equipment</u></b>			
12.16.1		Clipsal / Crabtree : 40A Triple pole IP56 surface mount	no	2.00	
12.16.2		Clipsal / Crabtree : 20A Triple pole IP56 surface mount	no	2.00	
12.17		<b><u>Install Isolator switches for fixed equipment</u></b>			
1.17.1		Clipsal / Crabtree : 40A Triple pole IP56 surface mount	no	2.00	
12.17.2		Clipsal / Crabtree : 20A Triple pole IP56 surface mount	no	2.00	
12.18		<b><u>LIGHTNING PROTECTION AND EARTHING SYSTEM</u></b>			
12.18.1		Supply and install lightning protection and earthing system for electrical system of the building and include distribution boards	sum	1.00	
12.18.2		Certificates of compliance for earthing of the whole lightning protection system and earthing	sum	1.00	
<b>TOTAL BILL 12 CARRIED FORWARD TO SUMMARY</b>					<b>R0.00</b>

**RAPHITI UPGRADING OF SPORT AND RECREATION FACILITIES IN WARD 4 : THABAZIMBI LOCAL MUNICIPALITY**

**TENDER NO: TECH/11/2020-21**

**BUILDING & CIVIL WORKS SUMMARY OF SCHEDULES**

<b>BILL</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
1	PRELIMINARY & GENERAL	
2	CHANGEROOM & ABLUTION FACILITIES	
3	GUARDHOUSE	
4	SOCCER FIELD	
5	BASKETBALL PITCH	
6	PARKING AREA	
7	GRAND STANDS	
8	FENCING	
9	ELECTRICAL PRELIMINARY & GENERAL	
10	BULK POWER SUPPLY	
11	GUARDHOUSE ELECTRICAL	
12	CHANGE ROOM ELECTRICAL	
	SUB-TOTAL	R -
	CONTINGENCIES % 8%	R -
	TOTAL	R -



## **PART C3**                      **SCOPE OF WORKS**

### **CONTENTS**

- C3.1            DESCRIPTION OF WORKS**
  - C3.1.1      Employer's objectives
  - C3.1.2      Overview of the Works
  - C3.1.3      Location of the Works
  - C3.1.4      Temporary Works
  
- C3.2           ENGINEERING**
  - C3.2.1      Design
  - C3.2.2      Employer's Design
  - C3.2.3      Contractor's Design
  - C3.2.4      Tender Drawings
  - C3.2.5      Design procedure
  
- C3.3           SUBCONTRACTING**
  
- C3.4           PROJECT SPECIFICATIONS**
  - C3.4.1      Works specifications
  - C3.4.2      Site establishment
  - C3.4.3      Plant & Materials
  - C3.4.4      Construction equipment
  - C3.4.5      Existing Services
  
- C3.5           MANAGEMENT OF THE WORKS**
  - C3.5.1      Generic Specification
  
- C3.6           OCCUPATIONAL HEALTH AND SAFETY**
  - C3.6.1      Health and Safety requirements and procedures
  - C3.6.2      Protection of the Public
  - C3.6.3      Barricades and lighting
  - C3.6.4      Traffic control on roads

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*



### **C3 SCOPE OF WORK**

#### **C3.1 DESCRIPTION OF THE WORKS**

##### **C3.1.1 Employers objectives**

Thabazimbi Local Municipality is in process of upgrading the existing “Sport and recreation facilities in Raphuti- Ward 4”. This will serve as a training field and sports facilities for the community of Raphuti and its surrounding communities. The establishment and development of this sports complex is aimed specifically at developing professional sports teams and individuals sporting talents from the various surrounding communities around Ward 4.

The Employer’s objective is to deliver public infrastructure using labour-intensive methods and Subcontractors where possible. The project will be executed using both conventional construction methods and labour based methods. This is as per the program of the National Department of Public Works (Special Public Works Programme (SPWP)) as set out in the guidelines of the Expanded Public Works Programme (EPWP).

##### **C3.1.1.1 LOCAL SMMEs DEVELOPMENT**

The Contractor will be required to employ local SMMEs Sub-Contracting Company to assist in excavations for foundations, Concrete work, masonry, fencing, plumbing, electrification, kerbing, paving, marking, backfilling of stormwater pipes and concrete works. The SMMEs Company will be responsible for the appointment of local labourers from the Thabazimbi Local Municipality community.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay is set in the SAFCEC tables (South African Federation of Civil Engineering Contractors). Sub-Contractors must be paid fortnightly and the main Contractor must allow for financing such payouts. Sub-Contractors must be paid within 7 days from presenting invoice. Failure of sub-Contractors for non-payment of his labour will be penalised at 50% of his payment by the main Contractor. Contractor must provide enter market-related rates.

The Contractor must familiarise him/her with the abovementioned requirements and price this document accordingly.

##### **C3.1.1.2 KEY PERSONNEL**

The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better

Contractor

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qualifications and experience and only when a written approval has been obtained from the municipality.

Sufficient suitably qualified professional staff must be made available by the Contractor and sub-Contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meets these requirements.

The person nominated to act as project site agent for the project must be in a possession of a diploma in Civil Engineering and have subsequent there of one-year experience in roads construction.

The person nominated for construction monitoring must have a certificate in building projects or similar approved with at least three-year experience in supervision of building construction

### C3.1.2 Overview of the works

#### Soccer Field

A new grassed soccer field (90m x 60m) will be constructed with a slope of 1:100 from the central kick-off area up to the outer edge of the soccer field. Construction will be as per South African Sports and Recreation norms and standards and will comprise the following:

- Cut-off gravel material from the eastern side and fill on the western side of the allocated area.
- Mass earthworks compacted in layers not exceeding 150mm in thickness.
- 100mm crusher run base layer.
- 20mm coarse river sand blinding layer.
- 100mm thick of weed free topsoil to be fertilised and grassed with kikuyu grass.
- Grassing with Kikuyu (*Pennisetum-Clandestinum*) supplied in sods.
- Supply and erection of two (2) soccer field goal posts with soccer nets.
- Marking of field with lines not wider than 120 mm.
- Installation of lateral pipe system with pop-up sprinklers spaced at 12m.

Maintenance of the grassed surface will consist of regularly moving with height adjustable rotary mowers and irrigation of the grass surface. The irrigation schedule shall be according to climatic and seasonal conditions but in general shall involve the application of approximately 12-20 mm of water every second or third day.

#### Spectator Grand Stand

A comfortable and durable three (3) Tier spectator grandstand will be made available. The dimensions are 3m (w) x 1.5m (h) x 1.475m (d). The stand will accommodate at least 100 spectators. The grandstands are manufactured from 50 x 50 x 2.5mm square tubing – 40 x 40 x 2.5mm angle iron frame with lipped channel seating.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



### Multi-Purpose Courts

The following multi-purpose courts will be constructed:

- Netball and Basket Ball combi-court (15.25m x 30.50m).
- Volleyball and Tennis combi-court (18m x 9m). An adjustable net system that can be raised or lowered will be in place.

Construction of the Courts will consist of the following:

- Approved artificial synthetic surface
- 25 mm thick cemented levelling screed
- 125mm Thick, 20Mpa concrete surface bed
- 250 Micron DPC
- 100mm Thick, imported crusher run subbase
- G6/G7 layers compacted to 93% MOD. AASHTO.
- Erection of poles and adjustable nets
- Marking
- "50 x 50" chain link fence around each court with a pedestrian gate at the entrance.

### Ablution Facilities

Description	No of Units
Male Toilets	2
Disabled Toilet	1
Urinals	2
Male Change room	1
Male Shower	2
Washing Basin	2
Female Toilets	2
Disabled Toilet	1
Washing Basin	2
Female Shower	2
Female Changeroom	1
<ul style="list-style-type: none"><li>• Roofing to be 0.5mm Chromadek IRB Sheeting</li><li>• Masonry to consist of Pinotage engineering brick on the outside and Engineering brick on the inside with plaster and painting finish</li><li>• Raft foundation with reinforced concrete</li></ul>	



Contractor



Witness 1



Witness 2



TLM



Witness 1



Witness 2



### Change Rooms

Description	No of Units
<b>MALE CHANGE ROOMS</b>	
Male Toilets	1
Wash Hand Basin	2
Showers	2
Changeroom	1
<b>FEMALE CHANGE ROOMS</b>	
Female Toilets	1
Wash Hand Basin	2
Showers	2
Changeroom	1
<ul style="list-style-type: none"><li>• Roofing to be 0.6mm IBR Sheeting.</li><li>• Masonry to consist of Clay Stock brick on the outside (bottom 600mm) and Engineering brick on the inside with plaster and paint finish inside and outside.</li><li>• 200L Geyser.</li><li>• Raft foundation with reinforced concrete.</li></ul>	

### CONTROL ROOM AND GUARDHOUSE

Guard house will be constructed at the main entrance of the facility. The guardhouse will consist of the following:

Description	No of Units
Guardhouse area	1
Toilet	1
<ul style="list-style-type: none"><li>• Roofing to be 0.6mm IBR Sheeting.</li><li>• Masonry to consist of Claystock brick (bottom 600mm) on the outside and Engineering brick on the inside with plaster and paint finish inside and outside.</li><li>• Raft foundation with reinforced concrete.</li></ul>	

### Fencing of the sporting facility.

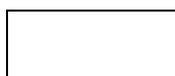
- A ClearVu Boundary fence ranging from 2m around the allocated site to 4m in height behind the goal posts will be supplied and erected.
- Four (4) meter high diamond mesh around the basketball/netball and tennis/volleyball combi courts will be erected.
- One secure turnstar pedestrian gate and a vehicle gate to be provided on the western side of the sports facilities.

### Access Roads and Parking facilities

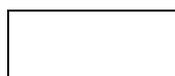
- The existing access roads within the Raphuti area have been upgraded from gravel to paving.
- Access from the existing paved road to the vehicle gate will be provided and paved.
- Paved parking area within the sports complex will be provided using 60mm, 25MPa, grey interlocking paving blocks.
- 25mm river sand bedding layer.
- 150mm G5 gravel material compacted to 95% MOD AASHTO.



Contractor



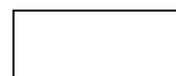
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Witness 1



Witness 2



- 150mm G6/7 gravel material compacted to 93% MOD. AASHTO.
- In-situ roadbed material compacted to 93% MOD AASHTO.
- Figure 7 (Semi mountable) kerbs to be used to protect paving.
- Ancillary works (marking and signs)

### STORMWATER CONTROL

- The upgraded access roads adjacent to the allocated site have a stormwater drainage system.
- Stormwater from the roof and parking areas will be drained through grid inlets and into a pipe culvert system with sizes ranging from 300mm diameter to 450mm diameter into the existing stormwater system adjacent to the allocated site.
- Perforated subsurface drainage system with a size of 110mm to be installed around the football pitch and combi courts.
- Subsurface water from the football pitch and combi courts to be discharged into the existing stormwater system adjacent to the allocated site.
- Concrete stormwater channel around the combi court edges to be provided.

### PROPOSED UTILITIES

#### WATER SUPPLY

- There is existing water reticulation around the sports facilities. Water will be connected from the main municipal line.
- A water meter will be provided at the connection point.
- Construction of reticulation pipelines to supply all the ablutions, change rooms, guard house toilets, standpipes, irrigation system for the football pitch and fire reticulation system.

#### SEWER SERVICES

- There is an existing main sewer line along the allocated site. The guard house, change rooms and ablutions will connect into the existing sewer line.

#### ELECTRICITY

- Electricity will be connected from the existing municipal electrical supply and into the allocated site servicing the guard house, change rooms, ablutions and other appurtenances within the allocated site.
- Costing for floodlights within the sports facilities has been attached for Client's consideration. This provision, if considered, will ensure that the sports facility can be utilised during the night.
- An existing high mast light next to the sporting facility can be used as a temporary solution.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



**C3.1.3 Location of the works**

The project is located in Raphuti (Ward 4), within Leeuwpoort area on the south eastern side of Thabazimbi Town in the jurisdiction of Thabazimbi Local Municipality within the Waterberg District Municipal Area of the Limpopo Province. Coordinates of the project location are 24° 54' 33" S, 27° 38' 29" E.

**C3.1.4 Temporary works**

The following items shall generally form the majority of temporary works required under this Contract, however shall not be limited to such, and might be expanded or changed by the Engineer should circumstances on site validate such decisions.

These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Provide temporary fencing around Contractor’s camp site and Contractor’s site office;
- Provide Contractor’s Camp site and Contractor’s site office;
- Provide site and administrative personnel, including security staff etc. as required;
- Setting out of the works by the Contractor;
- Monitor and report As-built information as construction progresses;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Engineer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;
- Attend official Site Meetings scheduled and chaired by the Engineer, and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme.

**C3.2 ENGINEERING**

**C3.2.1 DESIGN**

Works designed by, per design stage:

Description	Responsibility
Design of Works	Employer’s Agent
Concept, feasibility and overall process	Client / Employer’s Agent
Basic Engineering and detail layouts to tender stage	Employer’s Agent
Final Design of Works	Employer’s Agent
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Employer’s Agent
Placement of Advertisements in newspapers	Client
Application of Eskom connection point	Client / Employer’s Agent / Contractor



Contractor



Witness 1



Witness 2



TLM



Witness 1



Witness 2



Payment of Eskom connection fees	Contractor
Appointment of sub-Contractors	Contractor
Supervision	Employer's Agent
Preparation of as-built drawings	Contractor / Employer's Agent
Completion certificate	Employer's Agent / Client / Contractor

**C3.2.2 EMPLOYER'S DESIGN**

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications. The tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the standard specifications.

**C3.2.3 CONTRACTOR'S DESIGN**

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply fill working drawings supported by a professional Employer's Agent's design certificate

**C3.2.4 DRAWINGS**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employed for the permanent Works are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



### TENDER DRAWINGS:

The following drawings/documents are bound in Section C4, and shall form part of the tender documentation.

DRAWING TITLE	SHEET NO.	DRAWING NO.
1. DRAWING LIST AND LOCALITY MAP	1 OF 1	BCE066—TBS-GEN-000
2. SITE DEVELOPMENT PLAN	1 OF 1	BCE066-TBS-CIV-000
3. CIVIL SERVICES LAYOUT	1 OF 2	BCE066-TBS-CIV-001
4. CIVIL SERVICES LAYOUT	2 OF 2	BCE066-TBS-CIV-001
5. STORMWATER LAYOUT AND LONGSECTION	1 OF 1	BCE066-TBS-RDS-002
6. SETTING OUT DETAILS	1 OF 1	BCE066-TBS-CIV-003
7. FOOTBALL PITCH AND EARTHWORKS DETAILS	1 OF 1	BCE066-TBS-CIV-004
8. COMBI COURT DETAILS – BASKETBALL AND NETBALL	1 OF 1	BCE066-TBS-CIV-005
9. COMBI COURT DETAILS – TENNIS AND VOLLEYBALL	1 OF 1	BCE066-TBS-CIV-006
10. FOUNDATION DETAILS	1 OF 1	BCE066-TBS-STR-001
11. REINFORCEMENT DETAILS	1 OF 1	BCE066-TBS-STR-002
12. FOUNDATIONS – SECTIONS AND NOTES	1 OF 1	BCE066-TBS-STR-003
13. CHANGE ROOMS – FLOOR PLANS, ELEVATIONS AND SECTIONS	1 OF 1	BCE066-TBS-ARCH-001
14. GUARDHOUSE, ROOF, CEILING AND ELECTRICAL DETAILS	1 OF 1	BCE066-TBS-ARCH-002
15. GATE WALL DETAIL, DOOR AND WINDOW SCHEDULE	1 OF 1	BCE066-TBS-ARCH-003
16. FIRE INSTALLATION DETAILS AND FINISHES	1 OF 1	BCE066-TBS-ARCH-004
17. TYPICAL STORMWATER DETAILS	1 OF 2	BCE066-TBS-STD-001
18. TYPICAL STORMWATER DETAILS	2 OF 2	BCE066-TBS-STD-001
19. TYPICAL WATER DETAILS	1 OF 1	BCE066-TBS-STD-002
20. TYPICAL SEWER AND MANHOLE DETAILS	1 OF 1	BCE066-TBS-STD-003
21. PAVING AND KERBING DETAILS	1 OF 1	BCE066-TBS-STD-004

### C3.2.5 DESIGN PROCEDURES

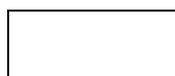
Designs shall be concluded by the Employer's Agent and issued to the Contractor on the day of the official site handover. The designs shall be approved by the local authority before construction commences. The Contractor shall be liable for capturing all the relevant changes to the design on the as built drawing, thereafter the drawing shall be submitted to the



Contractor



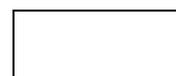
Witness 1



Witness 2



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Witness 1



Witness 2



Employer's Agent for capturing. Under no conditions will the Contractor deviate from the issued design unless the Employer's Agent formally approves thereof in writing.

### **C3.3**      **SUBCONTRACTING**

The Contractor will be required sub contract at least of 30% of the value of the construction work to designated local sub-Contractors, suppliers and/ or SMME's identified by the Engineer on behalf of and/ or in liaison with the Employer, which will be selected from a local database.

### **C3.4**      **PROJECT SPECIFICATIONS**

#### **3.1.2.1**      **Definitions**

3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

#### **3.1.2.2**      **Contract Participation Goal**

3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.

#### **3.1.2.3**      **Terms and conditions for the engagement of targeted labour**

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Appendix E.2, to record the required information as per said clause.

#### **3.1.2.4**      **Variations to the SANS 1914-5**

None

## **4**      **MANAGEMENT**

### **4.1**      **Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

### **4.2**      **Unauthorized persons**

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

### **4.3**      **Management meetings**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

#### 4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

#### 4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

### C3.4.2 SITE ESTABLISHMENT

#### Site establishment

The Contractor is responsible for Site Establishment. The construction yard will not be serviced and the Contractor shall make arrangements to connect all necessary services to specific points. The Contractor shall bring to the Site all his necessary construction equipment and install all stationary construction equipment and plant at locations and in the manner accepted by the Engineer. The Contractor shall submit sufficiently detailed plans showing the proposed locations of such stationary equipment and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been accepted by the Engineer.

#### Services and facilities provided by the Employer

##### Source of water supply

The Contractor shall make his own arrangements for the supply of water for construction and testing purposes. The Contractor will be required to supply, install, operate and maintain at his cost, such temporary pipework and storage facilities as may be necessary to ensure sufficient supply. The supply shall be metered. The Contractor will also be required to pay all connection fees, cost of water drawn from the water supply authority's system at the ruling tariffs in force at the time as well as include all such requirements throughout the duration of the Contract.

Contractor

Witness 1

Witness 2

TLM

Witness 1

Witness 2



Source of power supply

The Contractor shall make his own arrangements temporary power supply for construction purposes. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges for whatever temporary power supplies he may require for his use on the site as well as include all such requirements throughout the duration of the Contract.

**Facilities provided by the Contractor**

Contractor's camp

On this Site, the Contractor shall be responsible in establishing the final grade for his site establishment requirements including; construction offices, storage areas, warehouse, machine and repair shops, fuel tanks, storage tanks, power and water distribution lines and provide such related facilities and sanitary conveniences that are necessary for maintaining health, peace and order, and safety in the work areas. The positions of all buildings constructed by the Contractor for his own use will be subject to the acceptance of the Engineer. Temporary and permanent fencing around the Contractor's Site establishment areas and electrical and mechanical apparatus connected to the electrical supply shall be erected by the Contractor where needed. On completion of work on Site, buildings constructed by the Contractor for his own use shall be completely demolished, including foundations, and the ground reinstated. Underground services to these buildings shall be removed.

The Contractor shall be responsible for all temporary services required by him both for the site establishment area, camp site and for construction purposes, including water, electricity, sewage, and communication facilities.

Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated. All such accommodation shall be subject to the approval of the Engineer who shall have free access to the premises at all times.

In addition to the above, the Contractor shall provide one toilet per 10 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ration of the sexes. The toilets shall be located in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the regular removal of night soil. The Contractor is to ensure portable toilet facilities are cleaned on a regular basis.

Contractor

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### Storage and laboratory facilities

The Contractor shall provide all storage and laboratory facilities required for the proper execution of the works. The test of layer work and material should be done by a SANAS accredited laboratory. The Contractor to include it in its rate for the activities.

### Other services and facilities

The requirements of the Engineer's Site establishment are detailed in Project Specification PSA and PSAB.

### Disposal of refuse

The Contractor shall be responsible for the disposal of refuse and waste generated by his staff on a daily basis. The site is to be kept clean, neat and tidy, to the *Employer's* satisfaction.

### Telephone facilities

The Contractor is to provide his own telephone facilities as well as facilities for the use of the Engineer, or his representative for the duration of the Contract.

### Housing facilities

The Contractor will not be required to provide housing facilities for the Engineer's staff. No accommodation for the Contractor's employees will be permitted on site.

### Notice boards

The Contractor will be permitted to display two notice boards advertising his Contract on or near the Site or access points to the project area. The notices shall be of a form and in a position accepted by the Engineer and shall include details of other parties involved (including the *Employer*) as well as the Contractor. No advertisement shall be displayed without the acceptance of the Engineer.

### Site usage

### Working with road reserves, Eskom servitudes, etc.

The Contractor is to confine his activities strictly to the indicated working areas and to the spoil sites and the direct access roads to these. He shall not work outside his designated working areas except with the prior approval of the Employer, in writing. It is advised that the Contractor takes note of damaged structures or parts thereof and report these to the Engineer in writing before work starts at or near an existing structure to prevent possible disputes with the occupant or owner.

Contractor

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### Site safety and precautions against nuisance

The Works is to be conducted within residential areas with pedestrian and vehicular traffic. The watching, barricading, lighting and traffic control on site shall be carried out where required in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to.

Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted between the hours of 07:00 and 17:00 only. Any work outside normal working hours requires written approval by the Engineer 24 hrs in advance.

Dust suppression is required for all earthworks activities prone to form excessive dust. Any rock or debris falling from trucks on any haul road shall be removed immediately. Precautions shall be taken to prevent fouling of the site and public roads by trucks. The Engineer may instruct the Contractor to clean roads where any material or debris deposited by any construction vehicle may constitute a danger to the public.

The Contractor is solely responsible for the security of his camp, plant and materials. The Contractor is to familiarise himself with the locality of the proposed site and allow sufficient security measures in order to protect the works. The Employer will not be held responsible for any damages, theft or

### Permits and wayleaves

The Employer will make the arrangements for all security access permits and wayleaves necessary within the Works.

### Alterations, additions, extensions and modifications to existing works

Interfaces with existing works are indicated on the relevant drawings as far as possible. The Contractor shall take note of these and make appropriate allowances for dealing with, and where necessary, making modifications or tying into these services.

### Inspection of adjoining properties

The Contractor will be required to inspect all properties within 50m radius of any excavation on site before and after completion of the works. A detailed written and photographic record of the inspections is to be submitted to the Engineer and Client prior to excavation activities commence.

### Water for construction purposes

The Contractor will make his own arrangement for water supply for construction purpose. Water to be used for construction will be of a quality for human consumption. Water which is directly from rivers or dams will not be permitted to be used for construction purposes.

Contractor

Witness 1

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### Survey control and setting out of works

Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate of any missing or damaged pegs and beacons to the Engineer's Representative, who shall verify the facts and return a countersigned copy of the report to the Contractor. Other than in the case of setting out pegs, the Contractor will be held responsible for the replacement by a registered land surveyor of all beacons or pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations.

Survey records of beacons, bench marks, etc., replaced shall be submitted to the Engineer. Attention in this regard is drawn to Sections 35(1) and (2) of the Land Survey Act of 1927 which lays down the penalties applicable to those who are responsible for interfering with permanent survey beacons, bench marks, reference marks or trigonometric stations.

### C3.4.3 PLANT & MATERIALS

#### Materials supplied by the *Employer*

No materials will be supplied by the *Employer*. The construction yard will not be serviced and the Contractor shall make arrangements to connect all necessary services.

#### Materials, samples and shop drawings

All materials required for incorporation into the permanent works are to be supplied by the Contractor. Where possible, these materials shall be sourced from within the area, taking into account availability of supply, price and continuity of supply. In-situ material can be used where suitable. Spoiling and spreading of material will not be permitted on site and suitable temporary stockpile areas must be identified by the Contractor and approved by the Engineer prior to stockpiling.

### C3.4.4 CONSTRUCTION EQUIPMENT

The Contractor shall provide all construction equipment and plant necessary to complete the works.

#### Requirements for equipment

All construction equipment shall be used for the purpose that it was designed for, should be in good working condition and shall be used in a safe manner and shall comply with all relevant legal and roadworthy aspects.

Contractor

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### Equipment provided by the Employer

The *Employer* will not provide any plant and equipment required for construction purposes. All equipment and plant required shall be provided by the Contractor.

#### C3.4.5 EXISTING SERVICES

##### Known services

The position of the known existing services is indicated on the layout drawings as far as reasonably possible. The Contractor shall, however, take note of the fact that this is a developed site which is adjoined and crossed by many services. The Contractor must therefore make provision for suitable means of locating and accommodating all services, including those not known or shown on the drawings. This, however, does not relieve the Contractor from responsibility of verifying if any additional services are present in the area by searching and probing the terrain in question for any existing services or indications of the presence of such services. The Contractor shall at all times exercise the utmost care when working in their vicinity and shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

##### Treatment of existing services

Work will be carried out in the vicinity of existing services and all such services shall remain in operation at all times, except where arrangements have been made for the interruption of the service for the purposes of carrying out the Works under this Contract.

Existing overhead and underground services may be indicated on drawings held by the respective service providers. Should the Contractor find evidence of possible buried services, he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The Contractor shall be responsible for checking the locations of all services and to ensure that no damage is caused by construction operations.

The Contractor, before starting any excavations or where indicated in the scope of work or site information that underground services either cross or are located adjacent to the Works that is to be constructed, such services shall be exposed by hand ahead of trenching operations to enable any changes that might be needed in the design of the pipelines to be made timeously. Care shall be taken in exposing such services to avoid damaging them. An item has been allowed for in the Bill of Quantities for hand excavation or other methods to search for existing services.

Contractor

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All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

**Use of detection equipment for the location of underground services**

The Contractor shall be allowed to use non-intrusive equipment for the location of existing services if so agreed. Should excavation be required to identify and or expose any services this shall be for the account of the Contractor and shall only proceed once the relevant permits or approvals have been issued by the Employer.

**Damage to services**

Should any existing services be damaged by the Contractor, the Engineer shall be informed immediately. The Contractor shall repair the damaged service if so, instructed by the Engineer or shall assist in the repair of the service as instructed by the Engineer at the Contractor's own cost.

**Alterations, additions, extensions and modification to existing works**

The Contractor must satisfy himself that the dimensions accuracy, alignment, levels and setting out of the existing road, structures or components thereof are compatible with the proposed Works and must notify the Engineer where this is not the case.

**Inspection of adjoining properties**

The Contractor together with property owners must inspect all adjacent properties for defects, cracks etc. before commencing with the works that may have a potential to damage surrounding buildings and properties. Notes and photographs must be taken to record any existing defects prior to the commencement of the works. The Contractor shall keep the photos and give the ER one copy of such photos.

**Water for construction purposes, power supply and other services**

The Contractor shall make all his own arrangements concerning the supply of construction water, electrical power and all other services. No direct payment will be made for the provision of such services. The cost thereof shall be deemed to be included in the rates and amounts bid for the various items of work for which these services are required.

**Survey control and setting out of the works**

The Contractor must check all survey control beacons indicated on the drawings before commencing with the works and must notify the Engineer of any discrepancy.

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### **Construction in confined areas**

It will be necessary for the Contractor to work within confined areas. No additional payment will be made for work done in restricted areas unless allowed in the schedule of quantities. In certain places the width of the fill material and pavement layers may reduce to as little as zero and the working space may be confined. The method of construction in these confined areas will depend largely on the Contractor's constructional plant. However, the Contractor shall note that measurement and payment will be in accordance with the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions that the bid rates and amounts shall be deemed to include full compensation for any special equipment and construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at/or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

### **Overhaul**

The Contractor is to price for overhaul of material as indicated on schedule of items.

### **Training**

The Contractor shall conduct on the job training where possible for local labour. There will be no additional payment for training that is done exceeding Provisional Sum amount allowed for in the schedule of quantities.

### **Use of local sub-Contractors and resources**

One of the specific objectives of this Contract is to use local emerging sub-Contractors who are CIDB 1CE, 2CE or 3CE so that at the end of the contract they will be eligible to upgrade to a higher CIDB grading to a higher grading. It is required that local sub-Contractors, local labour and the use of local resources should be prioritized. The Contractor and his/her sub-Contractors should adopt labour-Intensive Construction (LIC) methods of construction. No activity shall be executed using machines when it is practically possible to use labour.

### **Labour-optimising construction activities**

#### **a) General**

The portions of the Works listed in Sub-clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using Sub-Contractors and Labour Intensive Construction (LIC) methods only. Sub-Contractors appointed shall also use LIC methods. Unskilled labour is to be drawn from the local wards.

In respect of those portions of the Works which are not listed in Sub-clause (b), the construction methods adopted and plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant used by the Contractor are

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appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

**b) Operations to be executed using Sub-Contractors & LIC methods**

The following portions of the Works shall be executed using Sub-Contractors and LIC methods:

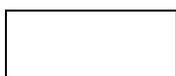
- i) Installation of paving bricks : Sub-Contractor
- ii) Installation of Kerbs : Sub-Contractor
- iii) Road markings : Sub-Contractor
- iv) Constructing all masonry work : LIC method
- v) Backfilling of stormwater pipes : LIC method
- vi) Removal of oversize material : LIC method

**Restrictions on the use of personnel in the permanent employment of the Contractor**

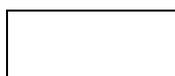
- a) The Contractor shall limit the use on the Works of his permanently employed personnel to that of key personnel only (as defined in Part E of the Construction Specifications) and shall, subject to the further provisions of the following parts of the Construction Specifications -
  - i) Part E - Provision of the temporary workforce,
  - ii) Part F - Provision of structured training,

Execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

- b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorize in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
  - i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options



Contractor



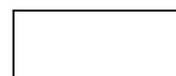
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Witness 2



- ii) The unavailability within the temporary worker pool and/or SubContractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract

Any other circumstances which the Engineer may deem as constituting a warrant

### **C3.5 MANAGEMENT OF THE WORKS**

#### **C3.5.1 GENERIC SPECIFICATIONS**

The standard specifications on which this contract is based on the following SANS1200 specifications are also referred to in this document and the Contractor is advised to obtain them from South African Institution of Civil Engineering (SAICE).

### **C3.6 HEALTH AND SAFETY**

The following particular and generic specifications are applicable to this contract.

- (1) Occupational Health & Safety

#### **C3.6.1 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

##### **C3.6.1.1 Framework for an occupational health and safety plan**

###### **C3.6.1.1.1 Introduction**

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

Contractor

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The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

### **C3.6.1.1.2 OH&S plan at tender stage**

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-Contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

### **C3.6.2 Contents of an occupational health and safety plan**

#### **C3.6.2.1 Occupational Health and Safety Management Programme**

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

#### **C3.6.2.1.1 Communication and management of the work**

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
  - Regular liaison between parties on site.
  - Consultation with the workforce.
  - The exchange of design information between the Employer, designers, supervisors and Contractors on site.
  - Handling design changes during the project.
  - Selection and control of Contractors.
  - The exchange of Occupational Health and Safety information between all Contractors.
  - Security.
  - Site induction and onsite training.
  - Facilities and first-aid.
  - The reporting and investigation of accidents and incidents.
  - The production and approval of risk assessments and method statements.

Contractor

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- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

#### C6.2.1.2 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

#### C3.6.2.1.3 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

#### C3.6.2.1.4 Health risks

- COVID 19
- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

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**C3.6.2.1.5 Special risks**

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan. Contractor to comply with all the rules and regulations of COVID19 as amended by the State President from time to time.

**C3.6.2.1.6 Working environment**

- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on “As Built” drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

**C3.6.2.1.7 Installation work**

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

**C3.6.2.1.8 Preparation of an occupational health and safety operational reference file/manual**

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer. The file shall also be COVID 19 compliant.

**C3.6.2.1.9 Following are some of the requirements to be addressed**

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.
- Appointment of a health and safety officer in writing.

**C3.6.2.1.10 Contents of an OH&S file/manual**

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with Contractors / mandatory’s
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- COVID-19 Safety plan

Contractor

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Witness 2

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- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist Contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

**(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993 and Construction Regulations, 2014.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**C3.6.2 PROTECTION OF THE PUBLIC**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

**C3.6.3 BARRICADES AND LIGHTING**

All excavation must be marked with drum, reflecting tape and warning signs to satisfaction of the Engineer and OHS appointed official.

Contractor

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**C3.6.4 BARRICADES AND LIGHTING**

The Contractor and all his/her sub-Contractors must adhere to the COVID-19 specifications attached. The Contractor must develop a COVID-19 Health Plan and risk assessments which will form part of the OHS File. The Employer and or his Agent will conduct audits for COVID-19 compliance.

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

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**PART C4**      **SITE INFORMATION**

C4.1      Site information (Green)

C4.2      Locality Plan (White)

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

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#### C 4.1 Site information

The project is located in Raphuti (Ward 4), within Leeuwpoort area on the south eastern side of Thabazimbi Town in the jurisdiction of Thabazimbi Local Municipality within the Waterberg District Municipal Area of the Limpopo Province.

*Contractor*

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*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

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### C 4.2 Locality Plan

Raphuti is located approximately 55km South-East of Thabazimbi Town. It is located opposite Leeupoort (holiday destination area). The two (2) areas/towns are separated by Provincial Road R516. Raphuti can be accessed via Provincial Road R511 from Thabazimbi Town towards the South-East direction and turning left at Intersection of Route R511 & R516 (Thabazimbi- Brits & Bela Bela), driving a distance of 23km along Provincial Road R516 towards Leeupoort and Bela- Bela. The approximate area is 1.7 Hectares. The project area is shown in figure 1 below:

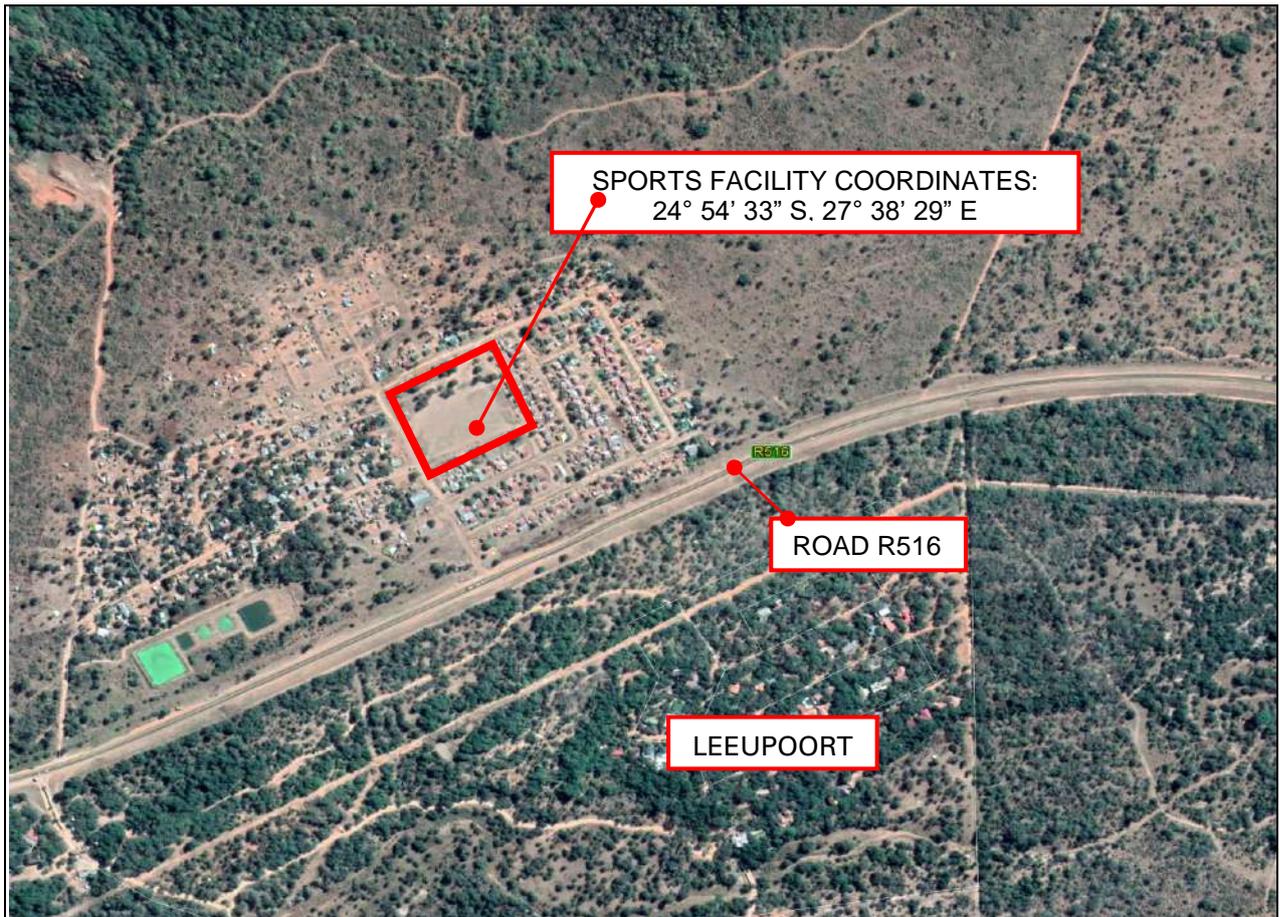


Figure 1: Locality Map

Contractor

Witness 1

Witness 2

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Witness 1

Witness 2



**PART C5: APPENDIX A**

**C5.1 Tender drawings**

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

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# THABAZIMBI LOCAL MUNICIPALITY

TECHNICAL SERVICES DEPARTMENT



CONTRACT NO. TBS-47 - RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES

TENDER DRAWINGS

PREPARED BY:

BAITSEANAPE CONSULTING ENGINEERS

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PREPARED FOR:

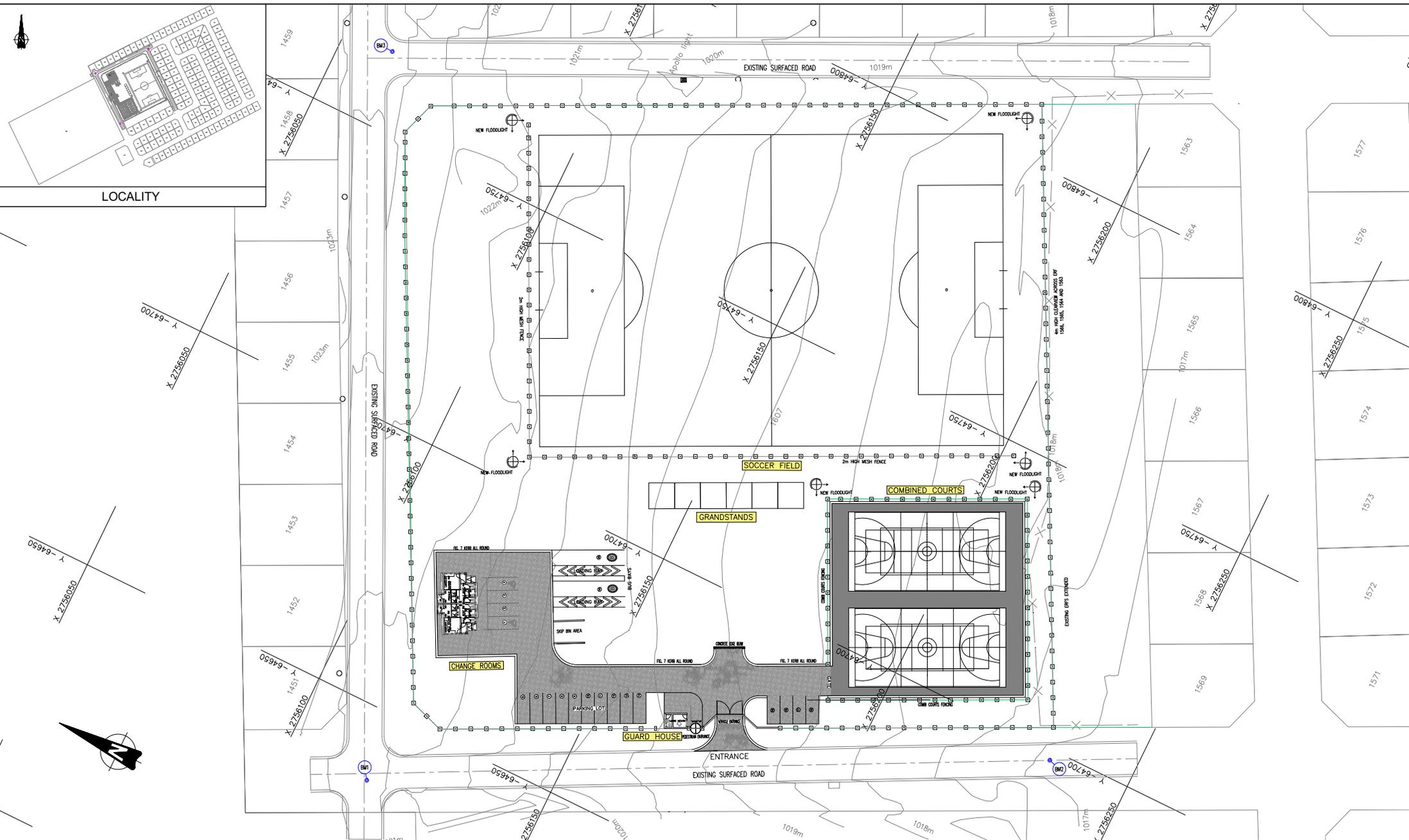
THABAZIMBI LOCAL MUNICIPALITY

TECHNICAL SERVICES

7 RIETBOK STREET  
THABAZIMBI  
0380

PRIVATE BAG X530  
THABAZIMBI  
0380





AMENDMENTS				
Nr.	Date	Approved	Description	Par.
01	22/10/20		A. ANALYSIS TO BE COMPLETED	
			B. GRADING TO BE DEVELOPED	
01	23/12/20		A. BUILDING SIZE REVISED	
			B. SPORTING CODES ADDED	

**CONSULTANTS DETAIL**

**Baitseanape Consulting Engineers**

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No. 70 Selborne Avenue  
Lytelton Manor, Extension 3  
Lytelton, Centurion  
0157

P.O. Box 11598  
Centurion  
0046

Tel: (012) 644 1728  
Fax: (012) 644 1292  
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**THABAZIMBI LOCAL MUNICIPALITY**

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LM\_E/C/M

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S.T.M

DRAWN BY  
L.M

DRAWING APPROVED BY  
T.R

DRAWING APPROVED BY DIRECTOR

**THABAZIMBI LOCAL MUNICIPALITY**

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**RAPHUTI - THABAZIMBI LM- LIMPOPO**

LOCATION OF PROJECT:  
RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES

**SITE DEVELOPMENT PLAN**

CONTRACT No.  
TBS - 47

PROJECT No.  
PROJECT\_NO: BCE066

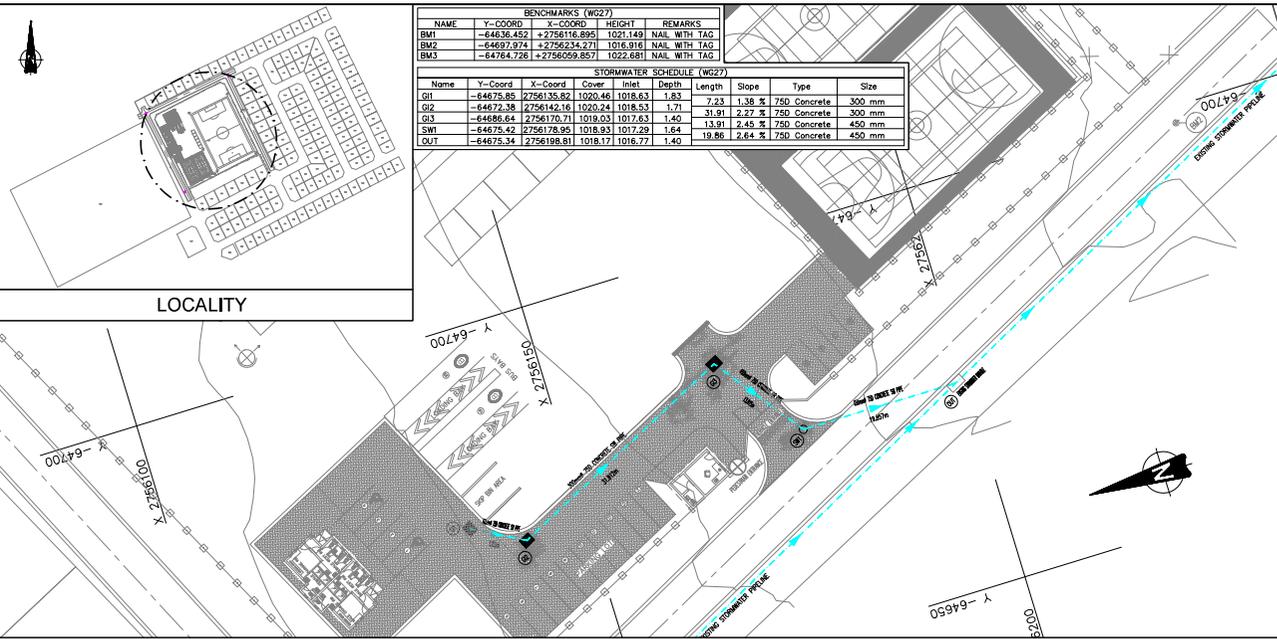
SCALE:  
AS SHOWN

DATE:  
23/12/2020

PROJECT STATUS			
INITIALS AND SURNAME	SIGNATURE & PRINT NAME	DATE	DATE
REMARKS:		ORIGINAL PAPER SIZE	
		A1	
DRAWING NO. BCE066-TBS-CIV-000		SHEET NO. 1 OF 1	



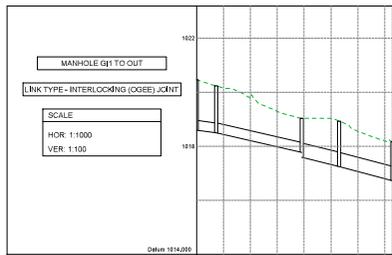




BENCHMARKS (WG27)				
NAME	Y-COORD	X-COORD	HEIGHT	REMARKS
BM1	-64636.452	2756116.895	1027.149	NAIL WITH TAG
BM2	-64697.074	2756234.271	1016.916	NAIL WITH TAG
BM3	-64764.726	2756059.857	1022.681	NAIL WITH TAG

STORMWATER SCHEDULE (WG27)									
Name	Y-Coord	X-Coord	Cover	Inlet	Depth	Length	Slope	Type	Size
G11	-64675.85	2756135.82	1020.46	1018.63	1.83	7.23	1.38 %	750 Concrete	300 mm
G12	-64672.38	2756142.16	1020.24	1018.53	1.71	31.91	2.27 %	750 Concrete	300 mm
G13	-64686.64	2756170.71	1019.03	1017.63	1.40	13.91	2.45 %	750 Concrete	450 mm
SW1	-64675.42	2756178.95	1018.93	1017.29	1.64	19.86	2.64 %	750 Concrete	450 mm
OUT1	-64675.34	2756188.81	1018.17	1016.77	1.40				



Chainage	Ground Level	Manhole Name	Inlet / Outlet	Depth	Length	Link Type / Link Size	Slope	Flow Capacity	Velocity
0+000	1020.46			1.83	7.23 m	750 Concrete 300 mm	1.38 %	0.013 m³/s	1.271 m/s
0+072.3	1018.53			1.71	31.91 m	750 Concrete 300 mm	2.27 %	0.140 m³/s	1.350 m/s
0+104.2	1017.63			1.40	13.91 m	750 Concrete 450 mm	2.45 %	0.340 m³/s	1.465 m/s
0+124.1	1017.29			1.64	19.86 m	750 Concrete 450 mm	2.64 %	0.440 m³/s	2.093 m/s

AMENDMENTS				
NR.	DATE	APPROVED	DESCRIPTION	PAR.
01	22/10/20		PP1 SLOPES ADJUSTED	

**CONSULTANTS DETAIL**

**BAITSEANAPE CONSULTING ENGINEERS**  
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**LOCATION OF PROJECT:**  
**RAPHUTI - THABAZIMBI LM- LIMPOPO**

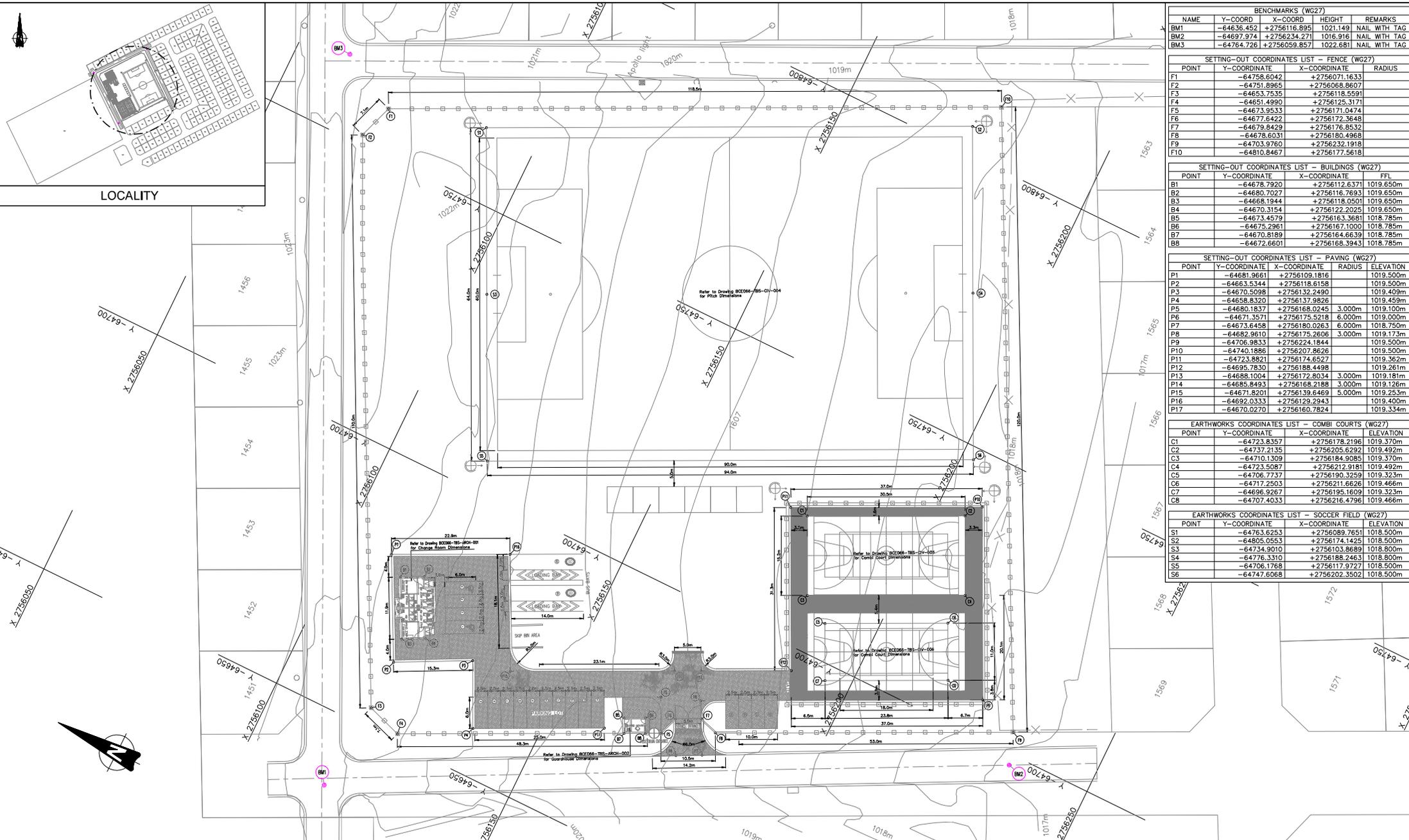
**DESCRIPTION OF PROJECT:**  
 RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES  
**STORMWATER LAYOUT AND LONG SECTION**

CONTRACT NO.: TBS-47  
 PROJECT NO.: BCE066  
 SCALE: AS SHOWN  
 DATE: 22/09/2020

**PROJECT STATUS**

PROJECT ENGINEER: \_\_\_\_\_  
 SUPERVISOR OF WORKS: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

ORIGINAL PAPER SIZE: **A1**  
 SHEET NO: **1 OF 1**



BENCHMARKS (WG27)				
NAME	Y-COORD	X-COORD	HEIGHT	REMARKS
BM1	-6436.452	+2756116.895	1021.149	NAIL WITH TAG
BM2	-64697.974	+2756234.271	1016.916	NAIL WITH TAG
BM3	-64764.726	+2756059.857	1022.681	NAIL WITH TAG

SETTING-OUT COORDINATES LIST - FENCE (WG27)			
POINT	Y-COORDINATE	X-COORDINATE	RADIUS
F1	-64758.6042	+2756071.1633	
F2	-64751.8965	+2756068.8607	
F3	-64653.7535	+2756118.5591	
F4	-64651.4990	+2756123.1171	
F5	-64673.9533	+2756171.0474	
F6	-64677.6422	+2756172.3648	
F7	-64679.8429	+2756176.8532	
F8	-64678.6031	+2756180.4968	
F9	-64703.9760	+2756232.1918	
F10	-64810.8467	+2756177.5818	

SETTING-OUT COORDINATES LIST - BUILDINGS (WG27)			
POINT	Y-COORDINATE	X-COORDINATE	RADIUS
B1	-64678.7920	+2756112.6371	1019.650m
B2	-64680.7027	+2756116.7693	1019.650m
B3	-64668.1944	+2756118.0501	1019.650m
B4	-64670.3154	+2756122.2025	1019.650m
B5	-64673.4679	+2756163.3681	1018.785m
B6	-64675.2961	+2756167.1000	1018.785m
B7	-64670.8189	+2756164.6639	1018.785m
B8	-64672.6601	+2756168.3943	1018.785m

SETTING-OUT COORDINATES LIST - PAVING (WG27)				
POINT	Y-COORDINATE	X-COORDINATE	RADIUS	ELEVATION
P1	-64681.9661	+2756109.1816		1019.500m
P2	-64663.5344	+2756118.6158		1019.500m
P3	-64670.5098	+2756132.2490		1019.409m
P4	-64658.8320	+2756137.9826		1019.459m
P5	-64680.1837	+2756168.0245	3.000m	1019.100m
P6	-64671.3571	+2756175.5218	6.000m	1019.000m
P7	-64673.6458	+2756180.0263	6.000m	1018.750m
P8	-64682.9610	+2756175.2606	3.000m	1019.173m
P9	-64706.9833	+2756224.1844		1019.500m
P10	-64740.1886	+2756207.8626		1019.500m
P11	-64723.8821	+2756174.6527		1019.362m
P12	-64695.7830	+2756188.4498		1019.261m
P13	-64688.1004	+2756172.8034	3.000m	1019.181m
P14	-64685.8493	+2756168.2188	3.000m	1019.126m
P15	-64671.8201	+2756139.6469	5.000m	1019.253m
P16	-64692.0333	+2756129.2943		1019.400m
P17	-64670.0270	+2756160.7824		1019.334m

EARTHWORKS COORDINATES LIST - COMBI COURTS (WG27)			
POINT	Y-COORDINATE	X-COORDINATE	ELEVATION
C1	-64723.8357	+2756178.2196	1019.370m
C2	-64737.2135	+2756205.6292	1019.492m
C3	-64710.1309	+2756184.9085	1019.370m
C4	-64723.5087	+2756184.9085	1019.492m
C5	-64706.7737	+2756190.3259	1019.323m
C6	-64717.2503	+2756211.6626	1019.466m
C7	-64696.9267	+2756195.1609	1019.323m
C8	-64707.4033	+2756216.4796	1019.466m

EARTHWORKS COORDINATES LIST - SOCCER FIELD (WG27)			
POINT	Y-COORDINATE	X-COORDINATE	ELEVATION
S1	-64763.6253	+2756209.7851	1018.500m
S2	-64805.6553	+2756174.1425	1018.500m
S3	-64734.9010	+2756103.8689	1018.800m
S4	-64776.3310	+2756188.2463	1018.800m
S5	-64706.1768	+2756117.9727	1018.500m
S6	-64747.6068	+2756202.3502	1018.500m

AMENDMENTS				
NR.	DATE	APPROVED	DESCRIPTION	PAR.
01	22/10/20		A. LAYOUT, BAYS ADDED	
			B. OVERLAY AREAS AT CORNER COURTS REVISED	
			C. SKIP BIN AREA RELOCATED	

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**RAPHUTI - THABAZIMBI LM- LIMPOPO**

DESCRIPTION OF PROJECT  
**RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES**

**SETTING-OUT DETAILS**

CONTRACT NO.: TBS- 47  
 PROJECT NO.: BCE066  
 SCALE: AS SHOWN  
 DATE: 22/09/2020

**PROJECT STATUS**

PROJECT ENGINEER: [Signature]

PROJECT SUPERVISOR: [Signature]

REVISOR: [Signature]

DATE: [Date]

ORIGINAL PAPER SIZE: A1

SHEET NO: BCE066-TBS-CJ1-003

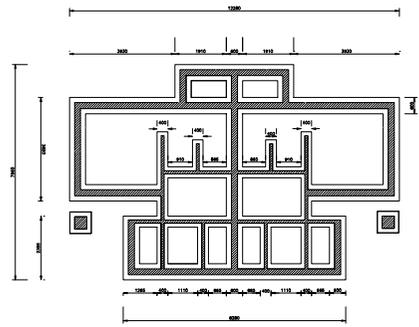
SHEET OF: 1 OF 1

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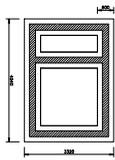






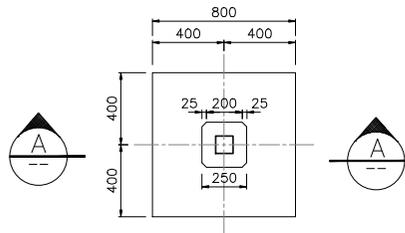
GROUND FLOOR PLAN (CHANGE ROOMS)

1:100



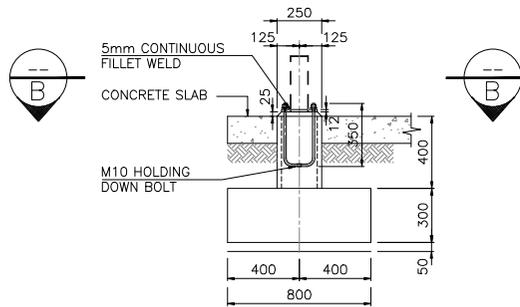
GROUND FLOOR PLAN (GUARD ROOM)

1:100



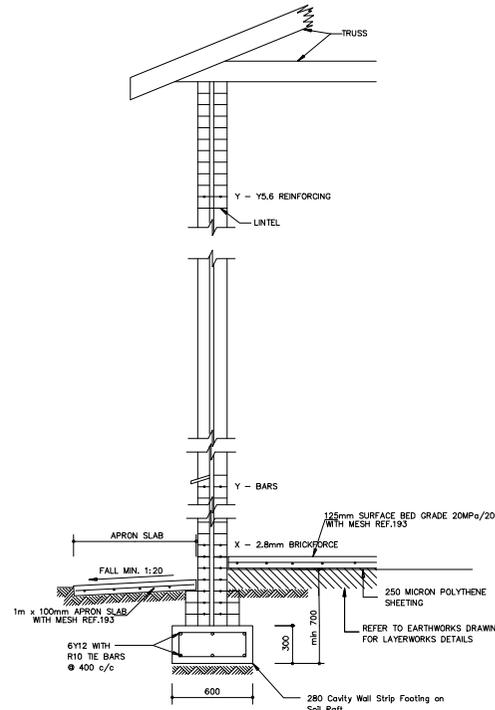
DETAIL 1: PAD FOOTING PLAN

1:30



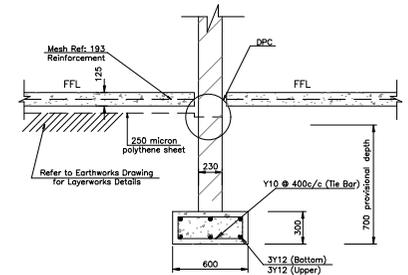
SECTION A-A

1:30



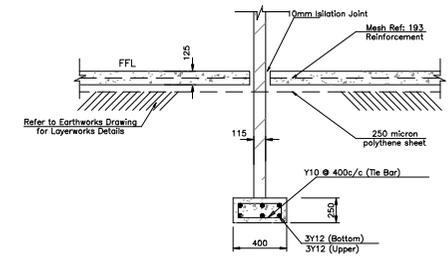
TYPICAL SECTION THRU' EXTERNAL WALLS

SCALE 1:20



SECTION THRU' INTERNAL WALLS

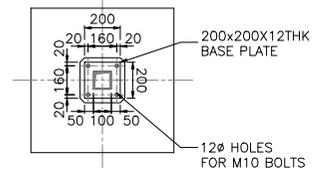
Scale 1:25



SECTION THRU' PARTITION WALLS

Scale 1:25

- NOTE:**
- BRICKFORCE AT VERTICAL CENTRES NOT EXCEEDING 425mm IN ALL SUPERSTRUCTURE WALLS WITH ADDITIONAL LAYERS (MARKED X) AS FOLLOWS :
    - IN EVERY COURSE IN ALL FOUNDATION MASONRY.
    - IN TWO COURSES IMMEDIATELY ABOVE FLOOR SLAB.
    - IN EVERY COURSE ABOVE ALL LINTELS EXTENDING 600mm BEYOND OPENING.
  - 5,6mm DIAM. REINFORCEMENT (MARKED Y) AS FOLLOWS :
    - 2 No. IN COURSE IMMEDIATELY ABOVE AND BELOW OPENINGS, EXTENDING 600mm BEYOND OPENING.
    - 2 No. (CONTINUOUS) IN UPPERMOST BED JOINT OF EXTERNAL WALLS.
    - 1 No. (CONTINUOUS) IN UPPERMOST BED JOINT OF INTERNAL WALLS.
  - MINIMUM LAP LENGTH TO BE :
    - RODS - 600mm
    - BRICKFORCE - 300mm
  - LINTELS TO BE PLACED ABOVE ALL WINDOWS, OPENINGS AND EXTERNAL DOORS.
  - APRON SLABS WITH MINIMUM WIDTH 1,0m AND FALL OF MIN. 1:20.
  - FOUNDATION DEPTH TO BE min 700mm FROM N.G.L.
  - ALL FOUNDATIONS MUST BE INSPECTED AND APPROVED BY THE ENGINEER BEFORE ANY CONCRETE IS CAST.
  - ALL CONCRETE TO BE IN ACCORDANCE WITH SABS 1200 G.
  - GRADES OF CONCRETE:
    - IN FOUNDATIONS 20MPa/20
    - IN COLUMNS 25MPa/20
    - IN BEAMS AND SLABS 25MPa/20



SECTION B-B

1:30

AMENDMENTS				
NR.	DATE	APPROVED	DESCRIPTION	PAR.
01	27/11/20		BUILDING SIZE REDUCED	
02	23/12/20		BUILDING SIZE REDUCED	

**CONSULTANTS DETAIL**

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 DRAWING CHECKED BY: S.T.M  
 DRAWN BY: L.M  
 DRAWINGS APPROVED BY: T.R  
 DRAWINGS APPROVED BY DIRECTOR

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**LOCATION OF PROJECT:**  
**RAPHUTI - THABAZIMBI LM- LIMPOPO**

**DESCRIPTION OF PROJECT:**  
 RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES

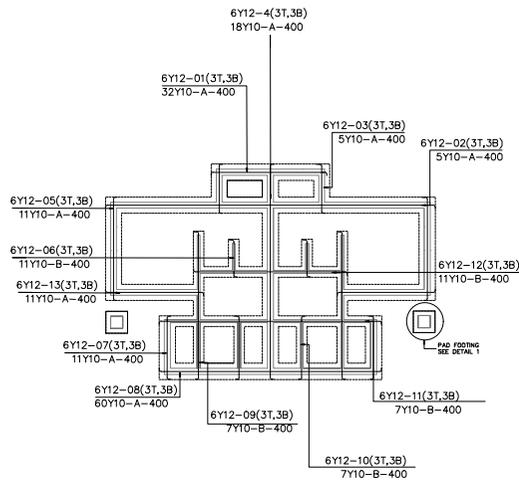
**FOUNDATION DETAILS**

CONTRACT NO.: TBS-47  
 PROJECT NO.: BCEO66  
 SCALE: AS SHOWN  
 DATE: 23/12/2020

**PROJECT STATUS**

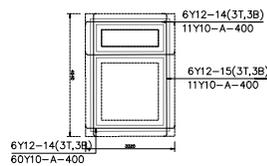
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 CHECKED BY: [Signature]  
 DRAWN BY: [Signature]  
 DATE: [Date]

PROJECT NO.: BCEO66-TBS-STR-001  
 SHEET NO.: 1 OF 1  
 REVISION: [Signature]



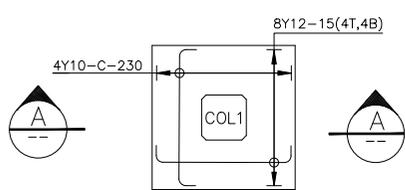
GROUND FLOOR PLAN (CHANGE ROOMS)

1: 100



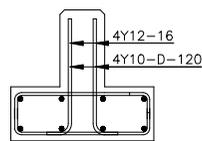
GROUND FLOOR PLAN (GUARD ROOM)

1: 100

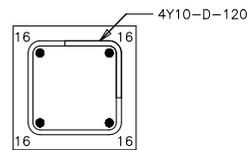


DETAIL 1  
NTS

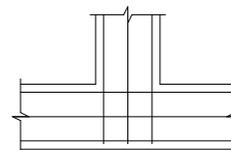
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Sides:50 mm  
Top:50 mm  
Cols:30 mm



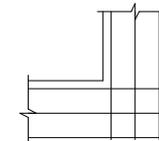
SECTION A-A  
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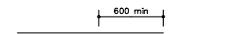
SECTION: COL1  
NTS



T-INTERSECTION DETAIL  
SCALE 1:20



CORNER DETAIL  
SCALE 1:20



SPLICE DETAIL  
SCALE 1:20

CHANGE ROOMS & GUARDHOUSE FOUNDATION REINFORCEMENT												
ITEM NUMBER	ITEM NOS.	BAR MARK	NOS./ITEM	TOTAL NOS.	DIAMETER	UNBENT LENGTH	SHAPE CODE	A	B	C	D	E/r
1	01		6	6	Y12	4430	39	4270	160			
1	02		6	6	Y12	12450	20	12130	160			
2	03		6	12	Y12	1993	39	1673	160			
1	04		6	6	Y12	8130	39	7810	160			
2	05		6	12	Y12	3990	39	3670	160			
2	06		6	12	Y12	1570	39	1250	160			
2	07		6	12	Y10	2526	39	2206	160			
1	08		6	6	Y10	8450	39	8130	160			
2	09		6	12	Y12	5645	39	5325	160			
2	10		6	12	Y10	2926	39	2206	160			
1	11		6	6	Y10	8450	39	8130	160			
1	12		6	6	Y10	5920	39	5600	160			
2	13		6	12	Y10	3835	39	3515	160			
3	14		6	18	Y10	3490	39	3170	160			
2	15		6	12	Y10	4709	39	4389	160			
1	A		132	132	Y10	1050	60	150	450			
1	B		74	74	Y10	650	60	150	250			
					MESH REF.139	98m <sup>2</sup>		1.93kg/m <sup>2</sup>	189.149kg			
					Y10	166.700m		0.617kg/m	115.194kg			
					Y12	643.558m		0.888kg/m	571.479kg			
									TOTAL 875.813kg			

AMENDMENTS				
NR.	DATE	APPROVED	DESCRIPTION	PAR.
01	27/11/20		BUILDING SIZE REDUCED	
02	25/12/20		BUILDING SIZE REDUCED	

CONSULTANTS DETAIL

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 DRAWING CHECKED BY: S.T.M.  
 DRAWN BY: L.M.  
 DRAWING APPROVED BY: T.R.  
 DRAWING APPROVED BY DIRECTOR

LOCATION OF PROJECT:  
**RAPHUTI - THABAZIMBI LM- LIMPOPO**

DESCRIPTION OF PROJECT:  
 RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES

**REINFORCEMENT DETAILS**

CONTRACT NO.: TBS-47  
 PROJECT NO.: BCE066  
 SCALE: AS SHOWN  
 DATE: 23/12/2020

**PROJECT STATUS**

PROJECT ENGINEER: \_\_\_\_\_  
 SUPERVISOR: \_\_\_\_\_  
 INSPECTOR OF WORKS: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

DATE: \_\_\_\_\_

ORIGINAL PAPER SIZE: A1  
 SHEET NO: 1 OF 1  
 REVISION: \_\_\_\_\_









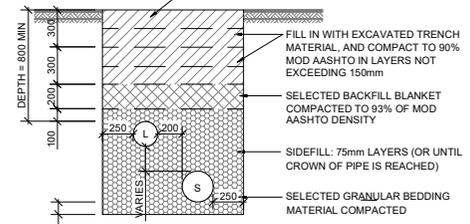




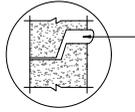




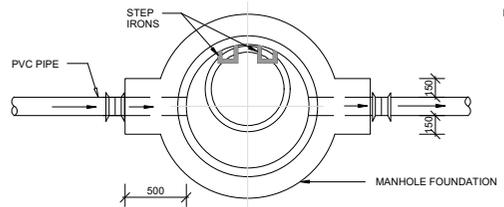
**NOTE:**  
FILL TO BE COMPACTED TO 93% MOD AASHTO DENSITY WITH APPROVED MATERIAL WHEN BACKFILLING BENEATH NEW, EXISTING AND FUTURE PARKING AREAS & ROADS



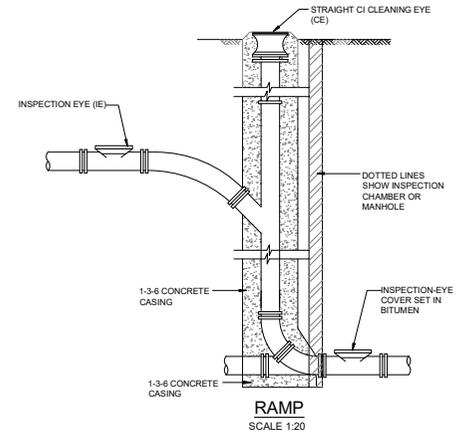
**BEDDING AND BACKFILL DETAIL**  
(TO SABS 1200 LB)  
SCALE 1:20



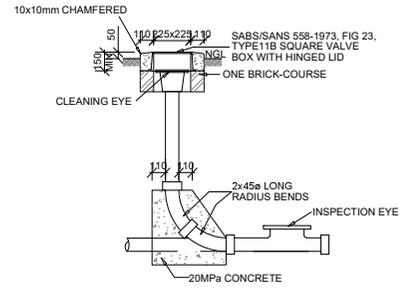
**JOINT DETAIL**  
N.T.S.



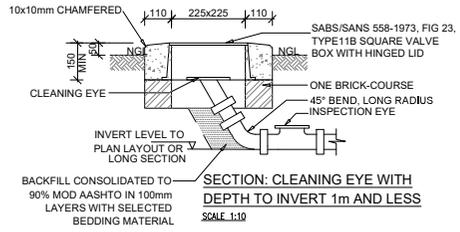
**MANHOLE PLAN**  
N.T.S.



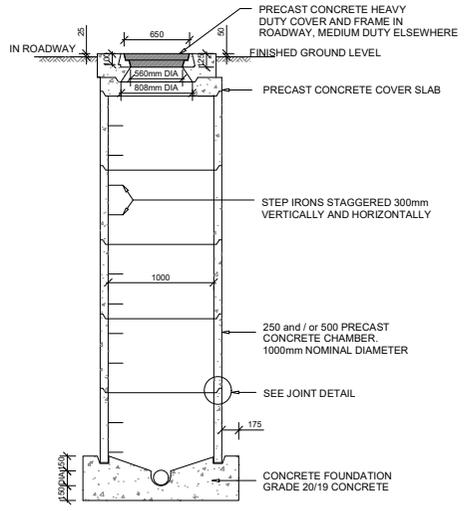
**RAMP**  
SCALE 1:20



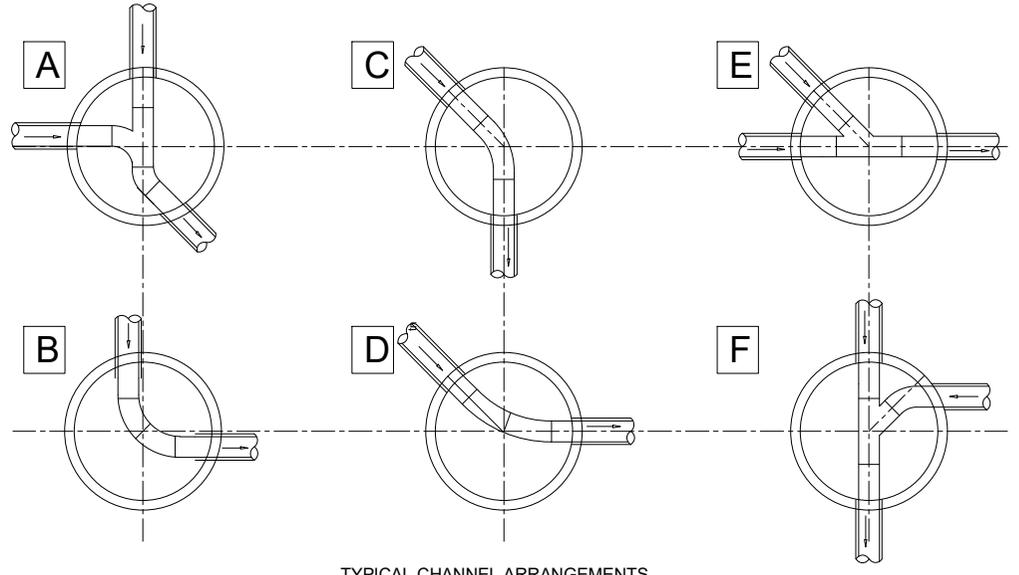
**SECTION: CLEANING EYE WITH DEPTH TO INVERT MORE THAN 1m**  
SCALE 1:20



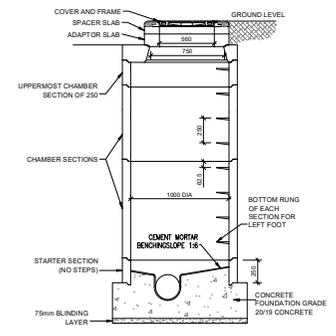
**SECTION: CLEANING EYE WITH DEPTH TO INVERT 1m AND LESS**  
SCALE 1:10



**SECTION: SEWER MANHOLE**  
N.T.S.



**TYPICAL CHANNEL ARRANGEMENTS**  
N.T.S.



**SECTION: MANHOLE WITH DEPTH TO INVERT LESS THAN 1m.**  
N.T.S.

**NOTES**

- PRE-CAST CONCRETE MANHOLES AND SLABS, THE INSTALLATION AND CONSTRUCTION THEREOF TO COMPLY WITH SABS 1294 AND SABS 120 0LD.
- THE UPPERMOST SECTION OF THE CHAMBER OR SHAFT TO BE A 250mm SECTION.
- MANHOLE SHAFTS AND STEP IRONS ARE TO BE PLACED OVER THE LARGEST LANDING ON THE DOWNSTREAM SIDE.
- HORIZONTAL SPACING OF STEPS TO BE 150mm (+/- 12 mm).
- PIPE SECTIONS AND SLABS TO BE BEDDED ON A 2:1 CEMENT MORTAR GROUT TO FORM A COMPACTED WATER-TIGHT JOINT OF APPROXIMATELY 5mm THICK.
- MAXIMUM PROTRUSION OF PIPES INTO MANHOLES TO BE 50mm.
- ALL CHANNELS TO BE VITRIFIED CLAY.
- FOR LARGER PIPE DIAMETERS, DEEP SEWERS AND CHANNEL LAYOUTS NOT FITTING INSIDE STANDARD PRECAST MANHOLE SECTIONS, THE ENGINEER SHALL DESIGN A CHAMBER TO SUIT THE CONDITIONS.
- COVERS AND FRAMES AS PER SABS 558, OR SIMILAR APPROVED.
- COVERS AND FRAMES TO BE INSTALLED (OR SIMILAR APPROVED):  
IN ROADS : TYPE 1A OR 2A  
OTHER AREAS : TYPES 1B, 4, 4A OR 6
- IN ROADS, PAVED AREAS OR PEDESTRIAN WALKWAYS, THE TOP OF THE MANHOLE COVER SHALL BE AT THE SAME LEVEL AS THE FINISHED LEVEL OF THE SURROUNDING AREA.
- THE COVER OF MANHOLES IN UNDEVELOPED AREAS OR MAHOLES ON OUTFALL SEWERS MUST BE +/- 500mm ABOVE NATURAL GROUND LEVEL.
- CONCRETE OR HINGED DUCTILE IRON COVERS MAY

AMENDMENTS			
NR.	DATE	APPROVED	DESCRIPTION

**CONSULTANTS DETAIL**

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M. J. Shamba  
THABAZIMBI LOCAL MUNICIPALITY

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DESIGNED BY  
L.M. & C.A.M

DRAWING CHECKED BY  
S.T.M

DRAWN BY  
L.M

DRAWING APPROVED BY  
T.R

DRAWING APPROVED BY DIRECTOR

LOCATION OF PROJECT:  
**RAPHUTI - THABAZIMBI LM- LIMPOPO**

DESCRIPTION OF PROJECT:  
**RAPHUTI WARD 4: UPGRADING OF SPORT & RECREATION FACILITIES**

**SEWER: TYPICAL SEWER AND MANHOLE DETAILS**

**PROJECT STATUS**

PROJECT ENGINEER: [Signature]

DATE: [Date]

PROJECT NO.: BCE066

SCALE: AS SHOWN

DATE: 22/09/2020

DRAWING NO.: BCE066-TBS-STD-003

SHEET NO.: 1 OF 1





**C5.2 General Conditions of Contract**

*Contractor*

*Witness 1*

*Witness 2*

*TLM*

*Witness 1*

*Witness 2*

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**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.