



CIDB Class Grading 6 CE OR HIGHER



CONTRACT No. TECH/22/2022-23

FOR

SKIERLIK PAVING OF BUS ROUTE

PROCUREMENT DOCUMENT

FEBRUARY 2023

NAME OF TENDERER:.....

CSD NUMBER:

CIDB REG NUMBER:

TENDER SUM:

PREPARED BY:



Tshashu Consulting and Project Managers

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EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfillment



**CONTRACT No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE**

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THE TENDER

PART T1: TENDERING PROCEDURES

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**CONTRACT No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE**

PART T1: TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T.5
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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Thabazimbi Local Municipality hereby invites suitable Contractors registered with the Construction Industry Development Board (CIDB) for the SKIERLIK PAVING OF BUS ROUTE in Thabazimbi Local Municipality of the Waterberg District in Limpopo Province.

Below are the significant details per project: -

TENDER NUMBER	CIDB GRADING	DESCRIPTION	COMPULSORY BRIEFING SESSION			Work Opportunities, Minimum Target	FUNCTIONALITY	EVALUATION CRITERIA	CLOSING DATE AND TIME	Minimum Score for functionality	CONTACT PERSON
			DATE	VENUE	COST						
TECH/22/2022-23	6 CE OR HIGHER or higher	Appointment of a Service Provider for the SKIERLIK PAVING OF BUS ROUTE	04 May 2023 @ 10:00am	Thaba-Park	Free at the municipal website and E-tender portal.	38	Profile of Key Staff (20) Company experience (40) Financial capacity (20) Plant and Equipment (20)	80/20	23 May 2023 @ 12h00pm	70%	Technical Enquires: L Modisenyane: 073 295 9508 Procurement Enquires: L Mokale: 082 865 8271

A compulsory briefing session will be held on the dates and times specified above at Thaba-Park.

Tenders are hereby invited from only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders

The bids are to be deposited in the Municipal tender box of Thabazimbi Local Municipality Offices situated at the 7 Rietbok Street in Thabazimbi Town, by the closing date and time as above mentioned, where after they be opened in public at the Municipal Chamber. No late, telefaxed or Document found in any other place or proposal from service providers who have not attended the compulsory briefing session will not be considered.

Bidders should take note of the following bidding conditions:

1. Thabazimbi Local Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.
2. Thabazimbi Local Municipality does not bind itself to accept the lowest tender, reserves the right to accept the whole or part of the Tender and reserves the right not to appoint.
3. The Bid validity shall be 90 (Ninety) days from the date of closure.
4. Bidders must provide proof of the following to avoid disqualification:
 - All bidders must attend the compulsory briefing session
 - Bidders must attach signed declaration of interest forms
 - Company registration certificate
 - Original valid tax clearance pin
 - SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V
 - Power of attorney/ letter of authority for signatory if applicable
 - Joint venture agreements where applicable
 - Certified ID copies of the All directors/ members/ proprietors not older than three months
 - CIDB grading certificate/ Consolidate CIDB certificate for Joint ventures
 - Letter of Good Standing with COIDA
 - Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or a signed and stamped letter by a traditional authority in case of a non-rateable area for the business and all company directors (Not older than three months).
 - Terms of reference fully completed and each page to be initialized.
 - Compliant CSD report (Printed between the date of advert and closing date)
 - Proof of work experience (attach BOTH appointment letters and completion certificates for each project)
 - Key personnel experience (attach CV, Certified qualifications and ID Copies).
 - Three years Audited Financial statement
5. **All the relevant returnable documents should be attached to the tender document,**
6. The minimum score for functionality will be as stated above and bidders who score below will not be evaluated further on price and BBEE preference point scoring system.

Tender documents are obtainable from the municipal website and e-tender portal at no cost.

Tender documents are obtainable as from 04th May 2023

Queries related to the issues of these documents may be addressed to Technical Enquires: L Modisenyane: 073 295 9508 and Procurement Enquires: L Mokale: 082 865 8271

The closing time for receipt of tender is **12:00pm**hrs on **23rd of May 2023**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**Tender No. TECH/22/2022-23: SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY**" and deposited in the **Municipal Tender Box of Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi.**

MR TLOUBATLA LG

MUNICIPAL MANAGER

Tenderers shall have a **CIDB** class grading of:
6 CE OR HIGHER.

T1.2 TENDER DATA

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

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

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

	<p style="text-align: center;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="margin-left: 20px;">C3.1 Description of Works</p> <p style="margin-left: 20px;">C3.2 Engineering</p> <p style="margin-left: 20px;">C3.3 Procurement</p> <p style="margin-left: 20px;">C3.4 Construction</p> <p style="margin-left: 20px;">C4.5 Management</p> <p>Part C4: Site information</p> <p style="margin-left: 20px;">C4.1 Site Information</p> <p style="margin-left: 20px;">C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p style="margin-left: 20px;">C5.1 : Proforma Documents</p> <p style="margin-left: 20px;">C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p style="margin-left: 20px;">C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Tshashu Consulting and Project Manager</p> <p>Address: 06 Hans van Rensburg Street, Suite No.11</p> <p>Polokwane</p> <p>0700</p> <p>Tel: (015) 291 4365</p> <p>Fax: (015) 291 5392</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE OR HIGHER class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the 6 CE OR HIGHER class of construction work; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE PE OR HIGHER class of construction work are eligible to submit</p>

	tenders
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and are: Location: THABA-PARK Date: 04 May 2023 Starting at Time: 10H00am</p> <p>The Site Clarification Meeting Attendance Certificate, Form T2.1B in Section T2.1, must be signed by Employer's representative. Furthermore, it is a requirement that the attendance register be signed by the representative of the tenderer and the name of the company represented indicated.</p> <p>Failure to sign both the site clarification certificate and the meeting attendance register will invalidate the Tender. NO DOCUMENTS WILL BE AVAILABLE FOR ISSUE AT THE CLARIFICATION MEETING.</p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F2.13.1	No tenderer may submit more than one tender as set out in this clause in the Standard Conditions of tender
F2.13.2	Tender documents do not have to be returned should the purchaser of the document not wish to tender.
F.2.13.3	<p>a) Submit original tender, no copies of tenders will be accepted</p> <p>b) Tenderers shall <u>not</u> disassemble this Tender Document apart. Additional documentation including certificates shall be submitted in a separate, properly bound, document</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: at the Municipal tender box of Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi</p> <p>Identification details: TECH/22/2022-23: SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY IN WATERBURG DISTRICT MUNICIPALITY.</p>

F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 12H00pm on Tuesday 23 May 2023 (date). Telephonic, telegraphic, telex; facsimile, e-mailed or postal tender offers will not be accepted.
F.2.16	<p>2. 16.1a) Tenders shall remain valid for a period of ninety (90) days from the time set for the opening of Tenders and no Tender may be withdrawn during this period.</p> <p>2.16.1b) Should a Tenderer amend (other than according to F 3.9) or withdraw his Tender after the time set for the receipt and opening of Tenders and during the period of its validity, but prior to his being notified of the acceptance of his original Tender, or should a Tenderer, after having been notified that his Tender has been accepted</p> <ol style="list-style-type: none"> a) give notice of his inability to execute the Consultancy Agreement / Contract in terms of his tender; or b) fail to sign a Consultancy Agreement / Contract or furnish the security within the period fixed in the conditions reflected in the form of Tender or any extended period fixed by the Employer; or c) fail to execute the Consultancy Agreement / Contract according to the documents; <p>He shall pay either the difference between his Tender and a less favourable Tender accepted in terms of the provisions of Tender sub Condition 3.1(d), or if the Employer decides to invite fresh Tenders, all additional expenses which the Employer has to incur in this regard, as well as any difference between his Tender and the accepted new Tender; provided that the Employer may fully or partly exempt a Tenderer from the provisions of this sub condition if he is of the opinion that the circumstances justify the exemption.</p> <p>2.16.1c) When, in the circumstances mentioned in Tender sub-Condition 3.10(c) it is not deemed desirable to invite fresh Tenders, the Employer may accept another Tender from those already received.</p>
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11)...
F.2.23	The tenderer is required to submit with his tender an original valid Tax Clearance Pin issued by the South African Revenue Services ("SARS"), certifying that the tenderer's taxes are in order. <u>This must be submitted with the Tender in order to be considered. The tenderer must also submit with the tender a letter of good standing from Compensation Commissioner or FEMA and any other documents mentioned in these tender data.</u>
F2.24	<p>TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE</p> <p>Any Tenderer has the right to withdraw, modify or correct his Tender after it has been delivered, provided that written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of Tenders before the closing date and set for the receipt of Tenders. The original Tender as amended by such written or facsimile communication shall be considered Tenderer's offer.</p>
F.3.4	The time and location for opening of tender offers: Time 12H00pm on Tuesday (date) 23 May 2023

	Location: Thaba-Park Thabazimbi																																
F.3.11	<p>Evaluation Methodology</p> <p>Tenders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified. The Tender evaluation will be conducted as follows:</p> <p>80/20 preference point system shall be used for scoring the bidder.</p> <p>Price = 80</p> <p>B-BBEE = 10</p> <p>Specific goals=10</p> <p>Functionality Scores = 100 points</p> <p>Minimum score for functionality is 70% of the maximum points for functionality and a bidder who scores below this minimum shall not be considered for further evaluation in terms of price and contract participation goals.</p> <p>Scoring of Functionality:</p> <p>1= Poor, 2= Fair/average, 3= Good, 4= Very Good, 5= Excellent</p> <table border="1" data-bbox="331 1057 1366 2094"> <thead> <tr> <th colspan="2" data-bbox="331 1057 1157 1108">BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY</th> <th colspan="2" data-bbox="1157 1057 1366 1108">WEIGHTING</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="331 1108 1157 1171">PROFILE OF KEY STAFF</td> <td colspan="2" data-bbox="1157 1108 1366 1171">20</td> </tr> <tr> <td data-bbox="331 1171 550 2094" rowspan="10"> Attach Organogram CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers) </td> <td colspan="2" data-bbox="550 1171 1157 1220"><u>Contracts/ Project Manager</u></td> <td data-bbox="1157 1171 1366 2094" rowspan="10">MAX 10</td> </tr> <tr> <td data-bbox="550 1220 981 1332">B/Tech: Civil Engineering with more than 5 years' experience and ECSA Technologist registration.</td> <td data-bbox="981 1220 1157 1332">:10 points</td> </tr> <tr> <td data-bbox="550 1332 981 1467">B/Tech: Civil Engineering Works with more than 3 years' experience and ECSA candidate registration.</td> <td data-bbox="981 1332 1157 1467">:08 Points</td> </tr> <tr> <td data-bbox="550 1467 981 1579">N. Dip Civil Engineering with more than 3 years' experience.</td> <td data-bbox="981 1467 1157 1579">:06 points</td> </tr> <tr> <td data-bbox="550 1579 981 1691">NQF 7- Develop and Promote Labour Intensive Construction.</td> <td data-bbox="981 1579 1157 1691">:04 points</td> </tr> <tr> <td data-bbox="550 1691 981 1803">No formal education</td> <td data-bbox="981 1691 1157 1803">:00 Points</td> </tr> <tr> <td colspan="2" data-bbox="550 1803 1157 1848"><u>Construction Manager (Site Agent)</u></td> </tr> <tr> <td data-bbox="550 1848 981 1960">B/Tech: Civil Engineering with more than 3 years' experience.</td> <td data-bbox="981 1848 1157 1960">:05 points</td> </tr> <tr> <td data-bbox="550 1960 981 2094">N. Dip Civil Engineering with more than 3 years' experience.</td> <td data-bbox="981 1960 1157 2094">:04 Points</td> </tr> <tr> <td colspan="2" data-bbox="1157 2004 1366 2094">MAX 05</td> </tr> </tbody> </table>			BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY		WEIGHTING		PROFILE OF KEY STAFF		20		Attach Organogram CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers)	<u>Contracts/ Project Manager</u>		MAX 10	B/Tech: Civil Engineering with more than 5 years' experience and ECSA Technologist registration.	:10 points	B/Tech: Civil Engineering Works with more than 3 years' experience and ECSA candidate registration.	:08 Points	N. Dip Civil Engineering with more than 3 years' experience.	:06 points	NQF 7- Develop and Promote Labour Intensive Construction.	:04 points	No formal education	:00 Points	<u>Construction Manager (Site Agent)</u>		B/Tech: Civil Engineering with more than 3 years' experience.	:05 points	N. Dip Civil Engineering with more than 3 years' experience.	:04 Points	MAX 05	
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	<p>N6 Civil Engineering with more than 3 years' experience :03 points</p> <p>NQF 5: Manage Labour Intensive Construction Projects :02 points</p> <p>No formal education :00 Points</p> <p><u>Occupational Health and Safety Officer</u></p> <p>Relevant NQF Level 7 Qualification with more than 3 years' experience, Professional registration with SACPCMP professional body :05 points</p> <p>Relevant NQF Level 6 Qualification with more than 3 years' experience, Candidate/Professional registration with SACPCMP professional body :04 points</p> <p>Relevant NQF Level 5 Qualification with less than 3 years' experience Candidate registration with SACPCMP professional body :03 Points</p> <p>No formal education :00 Points</p>			MAX 05
COMPANY EXPERIENCE IN APPLIED FIELD				40
<p>Experience of the company in rendering upgrading and or construction of roads projects (the tenderer must submit four (4) similar and successfully completed projects with a minimum value of R10million per project</p>	<p>No information :00 Points</p> <p>1 Project :10 Points</p> <p>2 Projects :20 Points</p> <p>3 Projects :30 Points</p> <p>4 Projects :40 Points</p> <p><i>Note: Copy of both appointment letters and completion certificates for each project required with the clients' logo and signatures (Client, Engineer & Contractor)</i></p> <p><i>Note: Referees provided, to be contactable to confirm the value and the completion certificates provided</i></p>			MAX 40
FINANCIAL CAPACITY				20
<ul style="list-style-type: none"> Bidder to submit proof of bank rating not older than three (03) months. Bank rating should be of the Lead Partner in case of a Joint Venture. Audited Financial statement 	<p>Bank Rating</p> <p>C and above :10 Points</p> <p>D :05 Points</p> <p>E and below :00 Points</p> <p>Three (03) Years Audited Financial Statement : 10 Points</p>			MAX 20

PLANT AND EQUIPMENT			20
<p>Tenderer to submit proof of ownership with certification not older than three (03) Months.</p> <p>In case of hiring/leasing, a letter of intent must be submitted with proof of ownership with certification not older than three (03) months.The tenderer will be awarded half points in the event of hiring/leasing.</p>	Required Plant	Min. Quantity	MAX 20
	10 Ton Compactor	01	:03 Points
	Excavator	01	:04 Points
	TLB (Back Actor)	01	:02 Points
	Tipper Truck	04	:04 Points
	LDV (Bakkie)	01	:01 Points
	Water Truck	02	:02 Points
	Grader	01	:04 Points
TOTAL			100
The minimum score for functionality will be 70%, bidders who score below the minimum score will not be considered for further evaluation.			

NB. In case of lease the tenderer should attach proof of ownership of plant and equipment from the supplier

Administrative Compliance:

NB: Non-compliant to the administrative requirements will automatically disqualify the bidders.

The following are regarded as non-compliant to administrative requirements.

- Price amendment without signature in the bill of quantities
- Usage of Correction fluid such as Tipex
- Completion of bid document with a pencil
- Non-completion of form of offer
- Alterations to the bid document or submission of a copy of the original bid document
- Non-completion of the bill of quantities
- Non-Initializing/ signing of all pages
- Non-completion/signing of certificate of non-collusive tender
- Non-completion and non-signing of the following essential municipal bidding documents (MBD) forms:
 - NQF Level 4 for site supervisor/ foreman and NQF Level 5 for Contracts Manager
 - The tenderer or any of its directors is not listed in the Register of Tender Defaulters (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
 - The tenderer has not abused the Employer's Supply Chain Management System.
 - The tenderer has not failed to perform on any previous contract with the Employer.

Documents to be submitted with the bid:

- (a) Original and valid tax clearance pin (All parties to submit this information in the case of a Joint Venture).
- (b) Certified Copy of company registration certificate (e.g. CK, CM, etc.)

	<p>(c) Certified ID copies of shareholders/directors (d) Original or certified B-BBEE rating certificate (e) Proof of CIDB registered grading (d) Power of attorney/authority for signatory on the tenderer letterhead (h) Joint venture agreement (e) A certified valid letter of good-standing from the Compensation Commissioner or FEM is attached (f) Compliant CSD Report updated between the Advert date and closing date</p>
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is the original contract plus three signed copies.
Mun. Special No.1	<p>SMME's:</p> <p>By accepting this Bid, the Bidder agrees to the following sub-Contracting conditions that:</p> <p>a) The tenderer must be level one and two B-BBEE contributors. b) An EME OR QSE c) A tenderer must subcontract a minimum of Fifteen Percent (15%) of the contract amount excluding section 1200, 1300, 1400, 1500, 1800, 4100, 4200, 8100 and Schedule B of the bill of quantities to at least people residing within the jurisdiction of Thabazimbi Local Municipality that falls within one of the following categories:</p> <p>(i) An EME or QSE which is at least 51% owned by black people (ii) An EME or QSE which is at least 51% owned by black people who are youth (iii) An EME or QSE which is at least 51% owned by black people who are women (iv) An EME or QSE which is at least 51% owned by black people with disabilities (v) An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships (vi) A cooperative which is at least 51% owned by black people (vii) An EME or QSE which is at least 51% owned by black people who military veterans (viii) An EME or QSE</p> <p>d) Tenderer must attach or submit proof of subcontracting arrangements which include a Subcontracting agreement between main tenderer and subcontractor. The agreement must include a priced bill of quantities of items to be sub-contracted, and signed by both parties. e) Attach proof of payment of Municipal account statement by subcontractor on rates and taxes from The Municipality or proof of residence stamped by tribal authority for those Residing in areas where municipal payments of rates and taxes are not implemented, such proof:</p> <p>(1) must not be older than three (3) months from closing date of the tender, (2) It must have been addressed to the company itself or any of the shareholders or members as on the document for company registration. (3) in case where the subcontracted company is renting an office space, the lease agreement between the company and the respective landlord must accompany the rental invoice.</p> <p>f) An original Valid Tax Clearance Certificate must be submitted with the bid on or before the closing time and date of the bid. Or the electronic verification tax clearance must be accompanied by the verification code. g) The subcontractor must also be registered with CIDB. h) Copies of the company registration certificate for subcontractor must be submitted with the bid or before the closing time and date of the bid. i) The bidders are advised to attach their certified valid BBBEE certificates, and in case where the business is classified as Exempted Micro Enterprise (EME), a letter from the registered auditor stipulating that the business has a turnover of less than R10m.</p>

	<p>(Sworn Affidavit)</p> <p>NB: It is the responsibility of tenderer to select competent subcontractor who is registered on the treasury central supplier database (CSD) that meet all minimum the requirement of the tender so that their tender is not jeopardized by the subcontractor when evaluated. Tenderers are responsible for all due diligence on their subcontractors.</p>
Mun. Special No.2	<p>Local Labour Content:</p> <p>The minimum Local Labour content for this project shall be as per EPWP recommendations.</p> <p>Local Labour/Supplier Maximisation is:</p> <p>- Note: This labour content shall be from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said content 12%.</p>
	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</p>



**CONTRACT No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY**

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES.....	T.17
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.81
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.84



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T2.1 LIST OF RETURNABLE SCHEDULES

1. Returnable Schedules required only for tender evaluation purposes

FORM	DESCRIPTION OF FORM	YES	NO
A	Certificate of Authority		
B	Certificate of Attendance at a Tender Site Meeting		
C	Schedule of Proposed Sub-Contractors		
D	Schedule of Plant and Equipment		
E	Schedule of Tenderer's Experience		
F	Record of Addenda to Tender Documents		
G	Deviations or qualifications by the tenderer		
H	Contractor's Establishment on site		
I	Certificate of non-collusive tender		
J	Compliance with Occupational Health and Safety Act, 1993 and Construction Regulation, 2003		
K	Requirements in terms of Government's reconstruction and Development programme		
L	Schedule of key personnel		
M	Format of CV of key personnel		
N	Audited AFS		

2. Other documents required only for tender evaluation purposes

FORM	DESCRIPTION OF FORM	YES	NO
O	Competence Achievement Schedule		
P	BBBEE Certificate / Sworn affidavit		
Q	Tax Clearance Pin issued by the South African Revenue Services		

3. Other documents that will be incorporated into the contract

FORM	DESCRIPTION OF FORM	YES	NO
Q	MBD FORMS (MBD 1, 2, 3.1, 3.2, 4, 5, 6.1, 7.1, 7.2, 7.3, 8 & 9)		

RDP1(E)	SCHEDULE OF LOCAL LABOUR CONTENT	T.76
RDP2(E)	EMPLOYMENT OF SMME'S	T.77
RDP3(E)	BROAD BASED BLACK ECONOMIC EMPOWERMENT	T.80
T2.1 L	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS	T.42

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



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FOR

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

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

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....
 Signature: Sole owner

2.....
 Date

E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



CONTRACT No. TECH/22/2022-23

FOR

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

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

Of.....(Address)

.....

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

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

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

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

Capacity.....

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

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

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

NB: Details to be the same with attendance register



CONTRACT No. TECH/22/2022-23

FOR

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

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

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

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

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

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

	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



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T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

NB: The bidder to submit proof of ownership /Ownership of the lessee.

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

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

Tenderer.....



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T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last ten years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

NB.: Completion / Practical completion certificates to be attached and appointment letter for projects on progress.

Signed..... Date

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

Tenderer.....



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T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....



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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

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

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

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

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

SIGNED ON BEHALF OF TENDERER



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FOR**

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:

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

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

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

K1 General

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

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

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

K2 Definitions

K2.1 Contract Participation Goal (CPG)

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

K2.2 Labour Maximisation

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

The specified target value for labour expenditure is **12%** of the contract value. This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as hourly paid personnel including the CLO.

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

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

K2.3 SMME

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

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

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

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

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

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

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

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

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

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

As part of this tender, preference will be given to B-BBEE Level Contribution The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/10 evaluation) or a maximum of 20 points (80/20 evaluation)

may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

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

K2.5 Target values

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

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

The monetary total of these values shall be the CPG.

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

Labour minimization (wages)	:	12%
SMME's	:	15%

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

K3 Contract Participation Performance (CPP)

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

K3.2 Monitoring of CPG

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

K4 Training

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

T2.1 L SCHEDULE KEY PERSONNEL

Interms oftheProjectSpecificationand theConditionsofTender,unskilledworkersmayonly bebroughtinfromoutsidethelocalcommunityifsuchpersonnelarenotavailablelocally.

TheTenderershalllistbelowthepersonnelwhichhe intendstoutilizeontheWorks,includingkey personnelwhichmayhavetobebroughtinfrom outsideifnotavailablelocally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
CONTRACT MANAGER						
CONSTRUCTION MANAGER						
SAFETY OFFICER						
OTHERS:						

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.1 N COMPETENCE ACHIEVEMENT SCHEDULES

FUNCTIONALITYPOINTS WILL BE SPREAD AS FOLLOWS(100POINTS MAXIMUM):

BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY		WEIGHTING	SCORE		
PROFILE OF KEY STAFF		20			
Attach Organogram CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers)	<u>Contracts/ Project Manager</u> B/Tech: Civil Engineering with more than 5 years' experience and ECSA Technologist registration. :10 points B/Tech: Civil Engineering with more than 3 years' experience and ECSA candidate registration. :08 Points N. Dip Civil Engineering/Building Works with more than 3 years' experience. :06 points NQF 7- Develop and Promote Labour Intensive Construction.. :04 points No formal education :00 Points	MAX 10			
	<u>Construction Manager (Site Agent)</u> B/Tech: Civil Engineering with more than 3 years' experience. :05 points N. Dip Civil Engineering with more than 3 years' experience. :04 Points N6 Civil Engineering with more than 3 years' experience :03 points NQF 5: Manage Labour Intensive Construction Projects :02 points No formal education :00 Points			MAX 05	
	<u>Occupational Health and Safety Officer</u> Relevant NQF Level 7 Qualification with more than 3 years' experience, Professional registration with SACPCMP professional body :05 points Relevant NQF Level 6 Qualification with more than 3 years' experience, Candidate/Professional registration with SACPCMP professional body :04 points Relevant NQF Level 5 Qualification with less than 3 years' experience Candidate registration with SACPCMP professional body :03 Points No formal education :00 Points				MAX 05

COMPANY EXPERIENCE IN APPLIED FIELD			40																									
Experience of the company in rendering upgrading and or construction of roads projects (the tenderer must submit four (4) similar and successfully completed projects with a minimum value of R10million per project	No information :00 Points 1 Project :10 Points 2 Projects :20 Points 3 Projects :30 Points 4 Projects :40 Points <i>Note: Copy of both appointment letters and completion certificates for each project required with the clients' logo and signatures. (Client, Engineer & Contractor)</i> <i>Note: Referees provided, to be contactable to confirm the value and the completion certificates provided</i>		MAX 40																									
FINANCIAL CAPACITY			20																									
<ul style="list-style-type: none"> Bidder to submit proof of bank rating not older than three (03) months. Bank rating should be of the Lead Partner in case of a Joint Venture. Audited Financial statement 	Bank Rating C and above :10 Points D :05 Points E and below :00 Points Three (03) Years Audited Financial Statement : 10 Points		MAX 20																									
PLANT AND EQUIPMENT			20																									
Tenderer to submit proof of ownership with certification not older than three (03) Months. In case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than three (03) months. The tenderer will be awarded half points in the event of hiring/leasing.	<table border="1"> <thead> <tr> <th>Required Plant</th> <th>Min. Quantity</th> <th></th> </tr> </thead> <tbody> <tr> <td>10 Ton Compactor</td> <td>01</td> <td>:03 Points</td> </tr> <tr> <td>Excavator</td> <td>01</td> <td>:04 Points</td> </tr> <tr> <td>TLB (Back Actor)</td> <td>01</td> <td>:02 Points</td> </tr> <tr> <td>Tipper Truck</td> <td>04</td> <td>:04 Points</td> </tr> <tr> <td>LDV (Bakkie)</td> <td>01</td> <td>:01 Points</td> </tr> <tr> <td>Water Truck</td> <td>02</td> <td>:02 Points</td> </tr> <tr> <td>Grader</td> <td>01</td> <td>:04 Points</td> </tr> </tbody> </table>	Required Plant	Min. Quantity		10 Ton Compactor	01	:03 Points	Excavator	01	:04 Points	TLB (Back Actor)	01	:02 Points	Tipper Truck	04	:04 Points	LDV (Bakkie)	01	:01 Points	Water Truck	02	:02 Points	Grader	01	:04 Points		MAX 20	
Required Plant	Min. Quantity																											
10 Ton Compactor	01	:03 Points																										
Excavator	01	:04 Points																										
TLB (Back Actor)	01	:02 Points																										
Tipper Truck	04	:04 Points																										
LDV (Bakkie)	01	:01 Points																										
Water Truck	02	:02 Points																										
Grader	01	:04 Points																										
TOTAL			100																									
The minimum score for functionality will be 70% , bidders who score below the minimum score will not be considered for further evaluation.																												

T2.1 O BBBEE CERTIFICATE / SWORN AFFIDAVIT

[BBBEE Certificate/Sworn Affidavit to be attached here or separately]

T2.1 P TAX CLEARANCE PIN

[TaxClearanceCertificateobtainedfrom

SARSto

beattachedhere]

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THABAZIMBI LOCAL MUNICIPALITY

BID NUMBER:CLOSING DATE: CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....
POSTAL ADDRESS.....
STREET ADDRESS.....
TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
 - A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
 - A REGISTERED AUDITOR
- (Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?
YES/NO

(IF YES

ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

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.
- 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.

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

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

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

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
--	----------	-------------	--

Required by:

At:

Brand and model

Country of origin

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

Delivery: *Firm/Not firm

"all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

MBD 4

DECLARATION OF INTEREST

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

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

- 3.1. Full Name of bidder or his or her representative:.....
- 3.2. Identity Number:
- 3.3. Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4. Company Registration Number:
- 3.5. Tax Reference Number:.....
- 3.6. VAT Registration Number:
- 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8. Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars:.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

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.

***YES / NO**

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

***YES / NO**

2.2 If yes, provide particulars.

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

The following preference point systems are applicable to invitations to tender:

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

To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE LEVEL	10
SPECIFIC GOALS	10
Total points	100

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

80/20 or 90/10

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or}$$

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

2. POINTS AWARDED FOR SPECIFIC GOALS AND BBBEE POINTS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

- (a) **50% of the 20 and 10 points will be allocated to promote BBBEE as per scorecard and the remaining 50% to promote Specific Goal (Locality).**

Table 1:

Points will be allocated in terms of the B-BBEE scorecard and Locality as follows:

B-BBEE Status Level of Contributor	Total Number of Points for scorecard (80/20)	Number of Points for Preference (50%)	Total Number of Point For scorecard(90/10)	Number of Points for Preference (50%)
1	20	10	10	5
2	18	9	9	4.5
3	16	8	6	3
4	12	6	5	2.5
5	8	4	4	2
6	6	3	3	1.5
7	4	2	2	1
8	2	1	1	0.5
Non-Compliant contributor	0	0	0	0

(b) SPECIFIC GOAL (LOCALITY)

No.	Requirement	No. of points
1 .80/20 Preference System	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of Thabazimbi Local Municipality	10
	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Waterberg District Municipal Area but Outside of the boundaries of the Thabazimbi Local Municipal Area	5

SPECIFIC GOAL (LOCALITY)

No.	Requirement	No. of points
2 90/10 Preference System	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of Thabazimbi Local Municipality	5
	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Waterberg District Municipal Area but Outside of the boundaries of the Thabazimbi Local Municipal Area	2.5

NB:

A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80 point formula for price; and scores 0 points for B-BBEE status level of contributor.

An enterprise that does not have an enterprise head office or primary place of business or regional or satellite office located within the boundaries of the Thabazimbi Local Municipal Area shall score 0 points for the specific goal of locality.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

TYPE OF COMPANY/ FIRM

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



CONTRACT No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	

CONTRACT FORM - SALE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the
contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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(www.treasury.gov.za) 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:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

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

The specified target value is **12%**.

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

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

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.

SIGNED ON BEHALF OF THE TENDERER:



CONTRACT No. TECH/22/2022-23

FOR

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

RDP2(E) EMPLOYMENT OF SMME'S

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the Limpopo Province boundaries”.**The minimum target for participation is ten (15%)**of the total contract value and this can be achieved through one or more sub-contractors.The municipality reserves the right **to apply penalties to the value of 30% of the difference between the set target values and the actual values achieved when the contractor does not honour the commitment as stipulated by the contractor on this page**

ONLY SMME subcontractors/suppliers should be employed to do the work listed in the table below. For other subcontractors, refer to T2.1CSCHEDULE OF PROPOSED SUBCONTRACTORS.

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

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

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

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

Signed.....

Date.....

Name.....

Position.....

RDP2 (E1): SUB-CONTRACTOR No.1

SECTION	ITEM	SPECIFY SUB-ITEMS	AMOUNT
1200	General Requirements and Provisions		R
1300	Establishment and General Obligations		R
1400	Housing, Offices & Laboratories		R
1500	Accommodation of Traffic		R
1700	Clearing and Grubbing		R
1800	Dayworks		R
2200	Prefabricated Culvert Structure		R
2300	Concrete Kerbing, Concrete Channelling, Open Chutes		R
3300	Mass Earthworks		R
3400	Pavement layers of gravel		R
3500	Stabilisation		R
3600	Crushed-Stone-Base		R
4100	Prime		R
4200	Asphalt base and Surfacing		R
5600	Road Signs		R
5700	Road Markings		R
5900	Finishing the Road and Road Reserve and treating old roads		R
7300	Concrete Block Paving		R
8100	Testing Materials and Workmanship		R
TOTAL FOR THIS SUB-CONTRACTOR			R
TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE			%

RDP2 (E2): SUB-CONTRACTOR No. 2

SECTION	ITEM	SPECIFY SUB-ITEMS	AMOUNT
1200	General Requirements and Provisions		R
1300	Establishment and General Obligations		R
1400	Housing, Offices & Laboratories		R
1500	Accommodation of Traffic		R
1700	Clearing and Grubbing		R
1800	Dayworks		R
2200	Prefabricated Culvert Structure		R
2300	Concrete Kerbing, Concrete Channelling, Open Chutes		R
3300	Mass Earthworks		R
3400	Pavement layers of gravel		R
3500	Stabilisation		R
3600	Crushed-Stone-Base		R
4100	Prime		R
4200	Asphalt base and Surfacing		R
5600	Road Signs		R
5700	Road Markings		R
5900	Finishing the Road and Road Reserve and treating old roads		R
7300	Concrete Block Paving		R
8100	Testing Materials and Workmanship		R
TOTAL FOR THIS SUB-CONTRACTOR			R
TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE			%

RDP3(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT

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

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

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

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

SIGNED ON BEHALF OF THE TENDERER



CONTRACT No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES T.82

T2.2: B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.... T.83



**CONTRACT No. TECH/22/2022-23
FOR**

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI LOCAL MUNICIPALITY

T2.2A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF TENDERER'S BANK ACCOUNT

MUST BE COMPLETED BY TENDERER'S BANK

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

SIGNED ON BEHALF OF THE BANK

NAME OF BANK OFFICIAL:.....

DESIGNATION:.....

SIGNATURE:.....

DATE:.....



BANK STAMP

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

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

DATE:.....

T2.2: B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to attach either:

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

Or

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

Note:

1. Failure to attach such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

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

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	T.85
T2.3 B	PROJECT PROGRAMME	T.86
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.87
T2.3 D	RATES FOR SPECIAL MATERIALS	T.88
T2.3 E	QUALITY MANAGEMENT PLAN AND METHOD STATEMENT.....	T.89

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

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

T2.3 B PROJECT PROGRAMME

Tenderer to supply project programme (preferably on MS Project), using acceptable software, in sufficient detail to cover the various facets of the work.

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
11(FINAL)	R
TOTAL: R.....	
(EXCLUDING CONTINGENCIES AND CONTRACT PRICEADJUSTMENT (CPA))	

SIGNED ON BEHALF OF TENDERER:

T2.3 D RATES FOR SPECIAL MATERIALS

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

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....

T2.3 E QUALITY MANAGEMENT PLAN AND METHOD STATEMENT

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

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

THE CONTRACT

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

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	8
C1.3	PERFORMANCE GUARANTEE	12
C1.4	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	18
C1.5	CONTRACT DATA	19

Acceptance

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

For the Employer

Signature

Name

Capacity

Name and address of organization

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

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

Notes:

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

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

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

For the Tenderer:

For the Employer

.....

Signature

.....

.....

Name

.....

.....

Capacity

.....

Name and address of organisation:

Name and address of organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....

Confirmation of Receipt

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

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name



BID No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI MUNICIPALITY

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

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

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No:.....For (description of contract).....

 in theDistrict of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 5.3 of the General Conditions of Contract for Construction Works 2015 (Third Edition) as issued b the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with

its amendments and with special reference to the following Sections of The Act.

- i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
 5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

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

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

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

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

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

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

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

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

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

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

NAME

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

DATE:

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

.....

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

NAME

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

DATE:

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

C1.3 PERFORMANCE GUARANTEE

“Guarantor” means:

Physical address:

“Employer” means: **THABAZIMBI LOCAL MUNICIPALITY**

“Contractor” means:

“Engineer” means: **TSHASHU CONSULTING AND PROJECT MANAGERS**

“Works” means: **SKIERLIK PAVING OF BUS ROUTE**

“Site” means: **SKIERLIK VILLAGE**

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

C. 13

calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

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

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



BID No. TECH/22/2022-23

FOR

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI MUNICIPALITY

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

(To be printed on Contractor’s letter head)

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

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Executive Manager: Roads Management who is our client, ‘THABAZIMBI LOCAL MUNICIPALITY’ and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number,on contract no **for the**

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

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee’s work.
3. To the extent that is reasonably practical, you must: -
Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must: -
Ensure that every employee under your control complies with the requirements of the Act.
Institutes the measures necessary to secure, maintain and enhance health and safety.

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

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

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

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

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

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

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

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

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

(To be printed on Contractor's letter head)

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

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

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

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

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

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:



**BID No. TECH/22/2022-23
FOR**

SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI MUNICIPALITY

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

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

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



**BID No. TECH/22/2022-23
FOR
SKIERLIK PAVING OF BUS ROUTE IN THABAZIMBI MUNICIPALITY**

C1.5 CONTRACT DATA

C1.5.1 Contract Specific Data

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

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor. Duplicate to C1.5.2
1.1.1.15	The employer is the THABAZIMBI LOCAL MUNICIPALITY
1.1.1.16	The Employer's Agent representing the Consultant is PD Neluheni
1.2.1.2	The employer's address for receipt of communication is: Telephone: Tel: +27 14 777 1525 Address: Private Bag X530, Thabazimbi, 0380
1.2.1.2	The engineer's address for receipt of communication is: Telephone: 015 291 4365 Facsimile: 015 291 5392 e-mail: admin@tsconsulting.co.za Address: Suite No11, 06 Hans Van Rensburg Street, Polokwane 0700
3.2.3	The Employer's is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: -. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from the municipality for the utilization of any Contingencies Etc.....
3.2.4	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.
5.3.1.	The Works are to be commenced within fourteen (14) Days of the

Clause	
	Commencement Date taken as Date of Site Hand-over.
5.5.1	<p>The Works shall be completed within 07 consecutive months as envisaged by the employer, measured from commencement/site hand-over date to due completion date.</p> <p>The contract will be awarded based on 2 Year Performance Based, Annual Financial Allocation and Financial availability.</p> <p>The (03) three year contracting will be performance based and the contractor will be subjected to annual performance evaluation at the end of each financial year for contract renewal.</p> <p>The availability of financial resources cannot be guaranteed by Thabazimbi Local Municipality and is also a condition for the continuation of the contract. Thabazimbi Local Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not available.</p>
5.6.1	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.
5.13.1	The penalty for delay is R 7 500.00 per working day or part thereof.
5.14.5.2	The Defects Liability Period is twelve (12) consecutive calendar months after the date of the certificate of completion.
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate
6.2.1.	The Guarantee is to contain the same wording as indicated in the document included as C1.3 under returnable documents
6.2.1.	The amount of the Guarantee is to be 10% surety.
6.2.1.	The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance. In the event of failure to submit the guarantee within the stipulated 21 days, the Municipality reserves the right to cancel the contract and award the Bid to the tenderer who scored the second highest points.
6.5.1.2.3	Day works allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150</p> <p>The values of the co-efficient are:</p> $(1 - x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$

Clause																					
	<p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table border="0" data-bbox="464 293 1458 495"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work <i>(major structures only)</i></th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Thabazimbi</p> <p>The base month is FEBRUARY (<i>The calendar month during which tender closed</i>)</p>		New Road Construction	Rehabilitation	Concrete Work <i>(major structures only)</i>	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
	New Road Construction	Rehabilitation	Concrete Work <i>(major structures only)</i>																		
a =	0,20	0,20	0,15																		
b =	0,40	0,35	0,20																		
c =	0,25	0,35	0,55																		
d =	0,15	0,10	0,10																		
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum-based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>																				
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.																				
6.10.3	The percentage retention is 5% of the certified work done (including VAT).																				

Clause	
6.10.3	The limit of retention money is 5% of the certified work done (including VAT).
6.10.3	A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R Nil
8.6.1.1.3	b) Professional fees not included in the Contract Price is R Nil
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,” duplicate to C1.5.2
10.5.1/2	Disputes are to be referred to mediation (As per the GCC 2015)
10.5.3	The number of adjudication board members shall be 1 or3
10.7	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of RDP	<p>Requirements in terms of government’s reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> • Local Labour Maximisation (Wages) :12% • SMME’s :15% <p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.</p> <p>Penalties:</p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at 300% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than 75% of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p>

Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The contractor is
1.2.1.2	<p>The contractor's address for receipt of communication is:</p> <p>Telephone: .....Facsimile:.....</p> <p>e-mail:.....</p> <p>Address:.....</p>
5.5.1	The Works shall be completed within ....Months as proposed by the contractor.
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is% (Maximum 15%).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.
	Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
	The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

C1.5.2 Variations to the General Conditions of Contract

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

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

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

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

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

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

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

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

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

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

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

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

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

4.4. SUBCONTRACTING

Add the following subclauses:

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

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

4.4.8 Convert the subcontract

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

Provided that:

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

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

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

4.9.3 Constructional plant brought to the site by the subcontractor

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

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following subclause:

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

5.14 COMPLETION

Delete the following:

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

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

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

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

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

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

6.10.5 Payment of retention money

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

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

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Second paragraph:

Change "15%" to "30%".

Add the following subclause:

"6.11.2 Variations exceeding 30% per cent

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



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PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

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

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

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

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

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

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

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

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

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

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

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

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

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

their tendered rates, the extensions and the tender sum.

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

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

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

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

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

16.2 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

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

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



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C2.2 BILL OF QUANTITIES

SCHEDULE A: ROADWORKS

**SECTION
1200**

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12.00	<u>1200: GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	Provision for a Community Liaison Officer (a) Provisional Sum for the payment of the Community Liaison Officer (R4500.00 per month) (b) Handling costs and profit in respect of subitem B12.01(a)	Prov Sum %	40,500	10%	40,500.00
B12.02	Provision for cost of attending Steering Committee meetings (a) Provisional Sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings (b) Handling costs and profit in respect of subitem B12.02(a)	Prov Sum %	18,000		18,000.00
B12.03 LI	Relocation and/or protection of services (a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer (d) Handling cost and profit in respect of sub-item B12.04(a)	Prov Sum %	250,000		250,000.00
B12.04	Contract information board with EPWP Logo	No	1		
1200	TOTAL SECTION 1200 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13.00	<p><u>1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></p> <p>B13.01 The Contractor's general obligations:</p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p>The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.</p>	<p>Lump Sum</p> <p>Lump Sum</p> <p>month</p>	<p></p> <p></p> <p>7</p>		
1300	TOTAL SECTION 1300 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS

SECTION 1400

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.00	<u>1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation:				
	(a) Offices (Fully furnished)	m ²	15		
	(e) Ablution units	no	2		
14.02	Office furniture:				
	(a) Chairs	No	12		
	(d) Desks, complete with drawers and locks	No	1		
B14.03	Office and laboratory fittings, installations and equipment:				
	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	Prov. sum			20,000.00
	(2) Cost of calls and other charges	Prov. sum			15,000.00
	(3) Handling cost and profit in respect of subsubitem B14.03(b)(ix)(2) above	%	35000		
	(c) Items measured by area:				
	(viii) Notice boards as per dwg. No.	m ²	5		
	(ix) White board	m ²	4		
14.04	Car ports				
	Car ports, 3.0m wide and 2,5m high, at offices	No.	2		
B14.07	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subsubclause 14.03 (c)(ii)	Prov.Sum			55,000.00
	(b) Handling costs and profit in respect of subitem 14.07 (a)	%	55000		
1400	TOTAL SECTION 1400 CARRIED TO SUMMARY				

**SCHEDULE A: ROADWORKS
SKIERLIK PAVING OF BUS ROUTE**

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	AMOUNT BROUGHT FORWARD				
14.08	Services:				
	(a) Services at offices:				
	(i) Fixed costs	Lump Sum			
	(ii) Running costs	month	7		
14.10	Provision of photostat facilities	month	7		
1400	TOTAL SECTION 1400 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
SKIERLIK PAVING OF BUS ROUTE

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15.00	<u>1500: ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodation of traffic and maintaining temporary deviations	km	1.783		
15.02	Earthworks for temporary deviation				
	(a) Shaping of temporary deviations	km	1.783		
15.03	Temporary traffic-control facilities				
LI					
	(a) Flagmen	man-day	308		
	(b) Portable STOP and GO-RY sign	No.	4		
	(e) Road signs, R - and TR-serie, 1200mm in dia	No.	20		
	(f) Road signs, TW-series, 1500mm sides	No.	20		
	(g) Road signs, STW-, DTG-, TGS- AND TG-series excluding delineators and barricades	m ²	15		
	(h) Delineators (800mm x 200mm)				
	(i) Single	No.	30		
	(ii) Mounted back to back	No.	30		
	(m) Two way communication devices	No.	2		
15.06	Watering of temporary deviations	kl	2772		
15.07	Blading by road grader of :				
	(a) Temporary deviations	km-pass	35.66		
	(b) Existing roads used as temporary deviations	km-pass	43		
1500	TOTAL CARRIED FORWARD				

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 1500

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

SCHEDULE A: ROADWORKS

SECTION
1700

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B17.00	<u>1700: CLEARING AND GRUBBING</u>				
B17.01 LI	(a) Clearing and grubbing				
	(i) Within the road reserve	ha	1.4		
	(ii) In borrow pits	ha	1		Rate Only
17.02 LI	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1 m up to and including 2 m	No	2		Rate Only
1700	TOTAL SECTION 1700 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 1800

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

SCHEDULE A: ROADWORKS
SKIERLIK PAVING OF BUS ROUTE

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	<u>2100 DRAINS</u>				
21.01	Excavating for open drain				
LI	(a) Excavating soft material situated within the following depth ranges below the surface level:				
LI	(i) 0m up to 1,5m	m ³	150.00		
	(ii) Exceeding 1,5m up to 3,0m	m ³	1		Rate Only
	(b) Extra over subitem 21.01(a) for excavation in hard material irrespective of depth	m ³	7.5		
21.03	Excavation for subsoil drainage systems				
LI	(a) Excavating soft material situated within the following depth ranges below surface level:				
	(i) 0 m up to 1,5m	m ³	150		
	(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³	8		
21.04 LI	Impermeable backfilling to subsoil drainage systems	m ³	700		
21.06	Natural permeable material in subsoil drainage systems (crushed stone)				
	(b) Crushed stone obtained from commercial sources				
	(ii) Coarse grade stone	m ³	14.78		
21.07	Natural permeable material in subsoil drainage systems (Sand)				
	(b) Sand from commercial sources	m ³	32		
21.08	(b) Unplasticised PVC pipes and fittings, normal duty complete with couplings				
	(1) Perforated				
	(i) 150mm dia.	m	100.00		
21.10	Synthetic fibre filter fabric				
	(i) "Kaymat U24 or approved equivalent	m ²	200.00		
21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No	4.00		
2100	TOTAL CARRIED TO SUMMARY				

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23.00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
B23.01	Concrete kerbing (Class 25/19) :				
LI	(a) Figure 8c as shown on the drawings	m	1112		
LI	(b) Figure 3 as shown on the drawings	m	782		
23.06	Inlet, outlet, transition and similar structures:				
LI	(including in-situ concrete chutes)				
	(a) Cast in situ concrete lining for Chute inlets Type "E": (Class 20/19 concrete):	m ³	6.3		
	(b) Formwork (Class F1 surface finish) for Type "E" chutes & inlets :				
	(i) To side with formwork on both internal and external faces (each face measured)	m ²	12.5		
	(c) Class U2 surface finish to cast in situ concrete:	m ²	20		
23.07	Trimming of excavation for concrete-lined open drains:				
LI	(a) In soft material	m ²	2142		
	(b) In hard material	m ²	107		
23.08	Concrete lining for open drains				
LI	(a) Cast in situ concrete lining (25/19)				
	(i) 500 mm x 500 mm x 125 mm	m ³	179		
	(b) Class U2 surface finish to cast in situ concrete	m ²	1428		
23.09	Formwork tom cast in situ concrete lining for open drains (class F2 surface finish)				
	(c) To ends of slabs	m ²	178.75		
23.12	Steel reinforcement:				
	(c) Welded steel fabric:				
	(iii) Ref. 395	kg	5641		
2300	TOTAL SECTION 2300 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	<u>3300: MASS EARTHWORKS</u>				
33.01	Cut and borrow to fill, including 1.0 km free haul (a) Gravel material in compacted layer thicknesses of 200 mm and less: (ii) Compacted to 90% of modified AASHTO density (c) Rock fill (as specified in subclause 3209©)	m ³	2366		
33.03	Extra over item 33.01 for excavating and breaking down material in - (a) Intermediate excavation (b) Hard excavation	m ³	591		
33.04	Cut and spoil, including free-haul up to 1.0km, material obtained from: (a) Soft excavation (b) Intermediate excavation (c) Hard excavation	m ³	4184.03		
33.10	Roadbed preparation and the compaction of material (a) Compaction to 90% of modified AASHTO density	m ³	2012.40		
33.13	Finnish-off cut and fill slopes , medians and interchange areas: (a) Cut slopes (b) Fill slopes	m ²	607.83		
33/16.00	<u>1600: OVERHAUL</u>				
33/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	15191.87		
3300	TOTAL SECTION 3300 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
B34.01	Pavement layers constructed from gravel taken commercial sources including all haul:				
	(a) Gravel selected (compacted to):				
	(ii) 150mm layer thickness to 95% modified AASHTO density (G7 unnstabilised)	m ³	1752.22		
	(c) Gravel subbase(unstabilised gravel compacted to):				
	(i) 150mm layer thickness to 95% modified (G6 unnstabilised) AASHTO density	m ³	1353.72		
	(d) Gravel subbase(chemically stabilized material):				
	(ii) 150mm layer thickness to 96% modified (G6 unnstabilised) AASHTO density	m ³	361.35		
	(f) Gravel base (chemically stabilized material) compacted to :				
	(i) 150mm layer thickness to 98% of modified AASHTO density (G5 stabilised)	m ³	1303.72		
	(g) Gravel shoulder compacted to:				
	(ii) 95% of modified AASHTO density (150 mm compacted layer thickness)	m ³	906.30		
34/16.00	<u>1600: OVERHAUL</u>				
34/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	255478.95		

3400

TOTAL SECTION 3400 CARRIED TO SUMMARY

SCHEDULE A: ROADWORKS

SECTION 3500

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>3500: STABILIZATION</u>				
35.01	Chemical stabilisation extra-over unstabilized compacted layers:				
	(a) Base layer : 150mm thickness	m ³	1665		
B35.02	Chemical stabilising agent:				
	(a) CEM II A/L 32.5 cement	t	108		
35.04	Provision and application of water for curing	kl	777		
35.05	Curing by covering with subsequent layer	m ²	1		
		□			
		□			

3500	TOTAL SECTION 3500 CARRIED TO SUMMARY
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SCHEDULE A: ROADWORKS

SECTION 3600

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3600	<u>3600: CRUSHED-STONE BASE</u>				
36.01	Crushed-stone base: (a) Constructed from type G1 material obtained from commercial sources and compacted to 88% of apparent relative density: (i) 150 mm layer thickness and 37mm nominal maximum size stone	m ³	320		
36.03	Crushed-stone base trial section constructed in accordance with the provisions of clause 3603 (i) 150 mm layer thickness and 37mm nominal maximum size stone	m ²	1		Rate Only
		□			
		□			

3600	TOTAL SECTION 3600 CARRIED TO SUMMARY			

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 4100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4100	4100: PRIME COAT				
41.01	Prime coat:				
	(c) MC-30 cut-back bitumen (0.8l/m ²)	ℓ	1536		
	(d) MC-70 cut-back bitumen (0.8l/m ²)	ℓ	1		
41.02	Aggregate for blinding	m ²	1		
41.03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand held equipment	ℓ	1		

4100	TOTAL SECTION 4100 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
SKIERLIK PAVING OF BUS ROUTE

SECTION 4200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4200	<u>4200: ASPHALT BASE AND SURFACING</u>				
B42.02	Asphalt surfacing				
	(a) Continuously graded hot-mix asphalt using:				
	(i) 60/70 pen, 30 mm thick medium grade	m ²	1		Rate Only
	(ii) 60/70 pen, 40 mm thick medium grade	m ²	2880		
42.04	Tack coat of 30% stable-grade emulsion	ℓ	1162		
B42.08	100mm cores in asphalt paving	No	6		
B45.21	Aggregate variations	m ²	1		
73/B51.10	Construction of Speed Humps - According to the Drawings issued by the Engineer	no	1		Rate Only

4200	TOTAL SECTION 4200 CARRIED TO SUMMARY	
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SCHEDULE A: ROADWORKS
SKIERLIK PAVING OF BUS ROUTE

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.00	<u>5100: PITCHING, STONEMWORK, ETC.</u>				
51.01 LI	Stone pitching:				
	(b) Grouted stone pitching	m ²	150		
51.05 LI	Concrete edge beams:	□			
	(a) Class 25/19 cast in-situ concrete	m ³	42.3		
		□			

5100	TOTAL SECTION 4200 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS

SECTION 5600

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
56.00	<u>5600: ROAD SIGNS</u>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanised steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2m ²	m ²	35		
	(ii) Area exceeding 2m ² but not 10m ²	m ²	25		
	(e) Aluminium sheet regulatory warning and information signs				
	(i) Area not exceeding 2m ²	m ²	15		
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(iii) Class III	m ²	30		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective material:				
	(ii) Class III	m ²	30		
56.03	Road sign supports (overhead road sign structures excluded):				
	(b) Steel tubing	t	1.5		
56.05 LI	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	2.5		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	2		
56.07	Extra over item 56.05 for rock excavation	m ³	3		
B56.10	Danger Plates				

5700	TOTAL SECTION 5700 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS
 SKIERLIK PAVING OF BUS ROUTE

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
59.00	<u>5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road	km	1.78		

5900	TOTAL SECTION 5900 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS

SECTION 7300

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
73.01	Concrete block paving:				
	(a) Concrete pavers, grey colour, 25 MPa, with spacer nibs, 20 mm thick on river sand bedding	m ²			Rate only
	(b) Concrete pavers, terracotta colour, 25 MPa, with spacer nibs, 20 mm thick	m ²			Rate only
LI	c) 80mm thick, interlocking concrete pavers, Class 2 herringbone bond, 20 mm thick on river sand bedding	m ²	9185		
73/B51, 04	Concrete edge beams of:				
LI	(a) Class 25/19 cast in-situ concrete	m ³	8		
73/B51, 06	Provision of approved herbicide and ant poison:				
	(a) Provision of materials	P C Sum	1		200,000.00
	(b) Contractor's charges and profit added to the prime cost sum	%	200,000		
73/B42. 09	Speed Humps				
LI	(a) Construction of Speed Hump with Concrete pavers, grey colour, 25 MPa, with spacer nibs, 50 mm thick on river sand bedding as per Drawings	No	3		

7300	TOTAL SECTION 5900 CARRIED TO SUMMARY				

SCHEDULE A: ROADWORKS

SECTION 8100

SKIERLIK PAVING OF BUS ROUTE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the engineer				
	(a) Other special tests requested by the Engineer	Prov Sum			150,000.00
	(b) Handling cost and profit in respect of sub-item B81.02(a)	%	150,000		

8100	TOTAL SECTION 8100 CARRIED TO SUMMARY				

**SCHEDULE B: OHS ACT OBLIGATIONS
SKIERLIK PAVING OF BUS ROUTE**

SCHEDULE B

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SCHEDULE B: OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS</u>				
B1.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum			
B1.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month	7		
B1.3	Submission of the Health and Safety File	Lump Sum			

TOTAL SCHEDULE B CARRIED TO SUMMARY					

**SCHEDULE C: PROVISION OF STRUCTURED TRAINING
SKIERLIK PAVING OF BUS ROUTE**

SCHEDULE C

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SCHEDULE D: STRUCTURED TRAINING</u>				
C2.1	Provision for accredited training				
	(a) Generic Skills	Prov Sum			65,000.00
	(b) Entrepreneurial Skills	Prov Sum			65,000.00
	(c) Remuneration of workers undergoing training	Prov Sum			22,800.00
	(d) Handling cost and profit in respect of sub-item C2.1(a) and (b) above	%	152,800		
	(d) Training venue (Only if required)	Lump Sum			

THABAZIMBI LOCAL MUNICIPALITY



TOTAL SCHEDULE C CARRIED TO SUMMARY					

**SKIERLIK PAVING OF BUS ROUTE
C2.3 SUMMARY OF BILL OF QUANTITIES**

SCHEDULE A : ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1200	General requirements and provisions	
1300	Contractor's establishment on site and general obligations	
1400	Houses, offices and laboratories for the Engineer's personnel	
1500	Accommodation of traffic	
1700	Clearing and grubbing	
1800	Dayworks	
2100	Drain	
2300	Concrete Kerbing, Concrete Channeling, Open Chutes	
3300	Mass earthworks	
3400	Pavement layers of gravel materials	
3500	Stabilization	
3600	Crushed-Stone-Base	
4100	Prime coat	
4200	Asphalt Base and Surfacing	
5100	Pitching, stonework, etc.	
5600	Road Signs	
5700	Road markings	
5900	Finishing the road and road reserve and treating old roads	
7300	Concrete Block Paving	
8100	Testing materials and workmanship	
	TOTAL SCHEDULE A	

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SCHEDULE B : OHS ACT OBLIGATIONS		
	Occupational Health and Safety Act Obligations	R
TOTAL SCHEDULE B		R
SCHEDULE C : PROVISION OF STRUCTURED TRAINING		
	Structured Training	R
TOTAL SCHEDULE C		R

C2.4 CALCULATION OF TENDER SUM		
TOTAL SCHEDULE A : ROADWORKS		R
TOTAL SCHEDULE B: OHS ACT OBLIGATIONS		R
TOTAL SCHEDULE C: PROVISION FOR STRUCTURED TRAINING		R
TENDER (CONTRACT) SUM		R
CONTINGENCIES (10%) TENDER (CONTRACT) SUM		R
SUBTOTAL		R
ADD : 15% VAT		R
TENDER (CONTRACT) PRICE CARRIED TO FORM OF ACCEPTANCE (Page C.3)		R