

TENDER NO. 68/2023/2024T



CONTRACT DOCUMENT

FOR THE

Construction of Herschel Community Hall

ISSUED BY:	COMPILED BY:	For official use.
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	Black Mountain Consulting Engineers (Pty) Ltd No. 15 Intsasa Street, Southernwood, Mthatha 5100 Tel: 047 050 0105 e-mail: tgungu@bmce.co.za	SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING 1. 2. 3.

JULY 2023

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	

(1) GENERAL TENDER INFORMATION

TENDER DETAILS	
Tender advertising date	14 July 2023
Tender closing date	07 August 2023
Tender closing time	12 h 00
Estimated CIDB contractor grading designation	4 GB or higher
Technical contact person	Mr N Nkopane 051 603 1450 nkopanen@senqu.gov.za
SCM contact person	Mrs N Mtwebana 051 603 1355 mtwebanan@senqu.gov.za
CLARIFICATION MEETING	
Nature of meeting	Compulsory X
Date and time of meeting	21 st July 2023 at 11h 00
Venue of Meeting	19 Murry Street Lady Grey, Municipal Offices and bidders will be taken to the Herschel site for inspection.
TENDER SUBMISSION DETAILS	
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey
Tender submission process	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>

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TENDER
PART T1: TENDERING PROCEDURES

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T1.1 Tender Notice and Invitation to Tender

SENQU LOCAL MUNICIPALITY

INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:

TENDER NUMBER:	68/2023/2024T																		
TENDER TITLE	Construction of Herschel Community Hall																		
CLOSING DATE	07 August 2023																		
CLOSING TIME	12h 00 pm																		
ADDRESS OF MUNICIPALITY	Senqu Municipality, 19 Murray Street, Lady Grey																		
DATE OF CLARIFICATION MEETING	21 st July 2023																		
NATURE OF CLARIFICATION MEETING	Compulsory, Tenderers must download and print tender document prior attendance of clarification meeting																		
TIME OF CLARIFICATION MEETING	11h 00																		
VENUE OF CLARIFICATION MEETING	19 Murry Street Lady Grey, Municipal Offices and bidders will be taken to the Herschel site for inspection.																		
CIDB REQUIREMENTS	CIDB contractor grading of 4 GB or higher																		
TECHNICAL ENQUIRIES	Mr N Nkopane 051 603 1450 nkopanen@senqu.gov.za																		
SCM ENQUIRIES	Mrs N Mtwebana 051 603 1355 mtwebanan@senqu.gov.za																		
TENDER VALIDITY PERIOD	84 days																		
PREFERENTIAL POINTS: 80/20	<table border="1"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>SPECIFIC GOALS</td> <td>20</td> </tr> <tr> <td>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</td> <td>10</td> </tr> <tr> <td>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</td> <td>10</td> </tr> <tr> <td>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</td> <td>5</td> </tr> <tr> <td>Points for Locality (Contractors domiciled in the Eastern Cape Province)</td> <td>2</td> </tr> <tr> <td>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</td> <td>0</td> </tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td> <td>100</td> </tr> </tbody> </table>		POINTS	PRICE	80	SPECIFIC GOALS	20	Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability	10	Points for Locality (Contractors domiciled in the Senqu Local Municipality)	10	Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)	5	Points for Locality (Contractors domiciled in the Eastern Cape Province)	2	Points for Locality (Contractors domiciled outside the Eastern Cape Province)	0	Total points for Price and B-BBEE must not exceed	100
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Total points for Price and B-BBEE must not exceed	100																		

Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope and deposited in the tender box at the address, and by the date and time stated above. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Tender documents will be available on the municipal the website <http://www.senqu.gov.za>.

Tender enquiries can be made to the parties as stated above.

A clarification meeting as stated above will be held on the date and time at the venue stated above.

Tenders must be compliant with all bid requirements stated in the tender document. Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to pre-qualification criteria, functionality, eligibility, statutory, local content, compulsory sub-contracting, other objective, and price and preference criteria **as stated in the tender document**. If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.



LOCALITY PLAN

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number	Tender Data
C.1	General
C.1.1	Actions
C.1.1.1	

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

The Employer is the Senqu Municipality, represented by the Director: Technical Services.

In addition to the above, the following further documents are part of the tender:

VOLUME 4: Drawings (listed in C3.2 Engineering)

VOLUME 5 : The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-315-4140), Master Builders Association (011-205-9000; 057-352-6269) South African Association of Consulting Engineers (011-463-2022) or South African Institute of Architects (051- 447-4909; 011-486-0684; 053-831-2003;)

Volumes 5 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.

C.1.4 Communication and employer's agent

Communication with the employer

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Bid Adjudication Committee or its nominee. All communication with the Employer must be directed to the person and details noted below:

Name	Mr T Gungu
Designation	Project Leader
Address:	Black Mountain Engineers (Pty) Ltd No. 15 Intsasa Street Southernwood Mthatha
Tel:	Tel: 047 050 0105
Fax:	Fax: 047 050 0105
Email	tgungu@bmce.co.za

C.1.6.2 Competitive negotiation procedure

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

A two-stage system will not be followed.

C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.5.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant Municipality appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 to C.1.6.5.3 must be submitted in writing to:

The Municipal Manager

Via hand delivery at: Senqu Municipality, 19 Murray Street, Lady Grey

Via post at: Private Bag X003, Lady Grey, 9755

Via fax at: 051 603 0445

Via email at: mawongat@senqu.gov.za

C.1.7 **Senqu Municipality Supplier Database Registration**

Tenderers are required to be registered on the Employer's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Employer's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 603 0019). Registration forms and related information are also available on the SM's website by following the link alongside – <https://www.senqu.gov.za/supplier-registration-forms/>.

It is each tenderer's responsibility to keep all the information on the Supplier Database updated.

C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

C.2.1.3

Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to the Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4

Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1

Construction Industry Development Board (CIDB) Registration

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB class of construction work, will be declared responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the GB class of construction work; and
- c) 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 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2

Compliance with requirements of SM SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- c) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- d) A copy of the partnership / joint venture / consortium agreement to be provided;
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Municipal Accounts' Status** schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.3 Minimum score for functionality

Only tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the total sum of the scores achieved during the evaluation process.

PRICE AND PREFERENCE POINTS

	BREAKDOWN	WEIGHT
1.	Price	80
2	SPECIFIC GOALS	20
	Total	100

FUNCTIONALITY REQUIREMENTS

	CRITERIA	WEIGHTING
1.	Company Experience with contactable references	40
2.	Key Staff Competence	40
3.	NHBRC certificate	20
	GRAND TOTAL	100

The minimum score for functionality is **70**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture appended to this tender submission. Likewise, where a tender submission relies on the experience of sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

CRITERIA	POINTS	MAXIMUM POSSIBILITY SCORE
1. EXPERIENCE (Project value R 1.5m or more)		40
• Bidder has successfully completed 1 building related project (10 points)	10	
• Bidder has successfully completed 2 building related projects (20 points)	20	
• Bidder has successfully completed 3 building related projects (30 points)	30	
• Bidder has successfully completed 4 or more building related projects (40 points)	40	
• Bidders has submitted no information or inadequate information to determine the scoring level (score 0)	0	
NB: Proof of professional experience: Signed completion certificates in relation to the required services must be attached.		

2. KEY STAFF COMPETENCE:		40
2.1 General Foreman		
• Academic Qualification: Grade 12 or equivalent qualification = 5 points	5	
• Experience in general building works or similar projects (2 point for experience per year (max. 5 years))	10	
2.2 Occupational Health and Safety Officer		
• Grade 12 or equivalent qualification	5	
2.3		
• Accredited Occupational Health & Safety certificate	10	
• 2 point for experience per year (max. 5 years)	10	
Bidders must submit detailed CVs with original certified copies of the required professional qualifications not older than 06 months.		
NHBRC:		20
Provide CERTIFIED proof of NHBRC certificate	20	
Bidders submitted no certificate	0	
NB: Tenderers must provide certified copy of registration certificates on NHBRC		
TOTAL		100

C.2.1.4.4 Local Content

The Employer promotes the procurement of goods manufactured by local suppliers. The Department of Trade, Industry, and Competition and National Treasury has identified specific designated sectors which require local content compliance. Further details of designated sectors are available on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the Employer are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

In addition to the above:

- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the Steel, Furniture, ("the designated sector") is **indicated in Annexure C** and will include all sub-sectors from the applicable National Treasury Instruction Note.

C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade, Industry and Competition (DTIC) (Chief Director: Industrial Procurement, tel. 012 394 3927 and email tmakube@thedtic.gov.za) should there be a need to import such raw material or input.

C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTIC for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the Employer's SCM Policy.

C.2.1.4.4.5 A bid will be declared non-responsive if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. Bid will also be declared non-responsive if any line item on Annexure C indicates a local content percentage that is lower than the stipulated thresholds.

C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website <http://www.thedti.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> or may contact the local content helpline at telephone number (012) 394 1435. Alternatively, bidders may contact the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 5598 and e-mail CMatidza@thedti.gov.za..

C.2.1.4.5 **Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

C.2.1.4.6 **Pre-qualification criteria for preferential procurement**

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

KEY STAFF COMPETENCE:
Site/Project Manager (must be working for the bidder's company)
<ul style="list-style-type: none"> Academic Qualification: BTECH/QS/ND: Building or BTECH/ND: Civil Eng.
<ul style="list-style-type: none"> NQF Level 5 Certificate in Labour Intensive Construction Methods.
<ul style="list-style-type: none"> Experience in general building works or similar (max. 10 years)
Bidders must submit detailed CVs with original certified copies of the required professional qualifications not older than 06 months.
CONSTRUCTION EQUIPMENT:
<ul style="list-style-type: none"> 1 x TLB
<ul style="list-style-type: none"> 2 X Tipper Trucks
<ul style="list-style-type: none"> 1 x Concrete mixer
<ul style="list-style-type: none"> 1 x Bomag roller
<ul style="list-style-type: none"> 1 x Jack Hammer
Proof of ownership with copies of registration certificates or letter of intent to lease with copies of registration are required in order to score points. Please note for the Bomag roller, Jack Hammer and Concrete Mixer in order to score points bidder should make sure the equipment is listed on the schedule of plant & equipment in the tender document if proof of ownership is not available.

C.2.3 **Check documents**

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's at once of any such problems identified

C.2.7 **Clarification meeting**

The arrangements for the clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable) .

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8 **Seek Clarification**

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received all notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 Alternative tender offers

N/A

C.2.13 Submitting a tender offer

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.3 1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Bills of Quantities
	All other attachments submitted by bidder

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall formally issue tender documents in electronic format, subject to the following:

- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed and printed as per electronic tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 **Closing time**

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 **Tender offer validity**

C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of 12 weeks (84 days) after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.

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

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 **Provide other material**

C.2.18.1

Provide where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

C.2.18.4 **Municipal Accounts**

In addition to the conditions stated in C.2.1.4.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.

C.2.18.5 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23 **Certificates**

The tenderer is required to submit the following:

C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall separately submit the aforementioned information.

Before making an award the Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the SM with the tender submission..

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in the **PREFERENCE POINTS CLAIM FORM** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 Opening of tender submissions

The location for opening of the tender offers is at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 unless there is clear evidence to the contrary that the amount in figures is correct (such as alignment between the amount in fissures and the priced bills of quantities).

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further arguments, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer that does not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.

C.3.11 Evaluation of tender offers

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2022 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

- C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **PREFERENCE POINTS CLAIM FORM** (where preferences are granted in respect of Specific Goals as indicated) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **PREFERENCE POINTS CLAIM FORM** shall apply in all respects to the tender evaluation process and any subsequent contract.

C.3.11.4 **Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following objective criteria:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C.3.13 **Acceptance of tender offer**

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

- C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Municipality as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the Municipality;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

- C.3.13.2 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

- C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

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

The number of paper copies of the signed contract to be provided by the Employer is one.

C.3.19 **Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and

c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the Employer.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

Annex C
(normative)
Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-

tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise

in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in

accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer’s undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its specific goals as indicated and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

specific through choices that are made in developing the Tender Data associated with a specific project.

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the

employer's procurement;

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex G (normative)

Alpha-numerics associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in CIDB Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 01 April 2021

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	130 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works,	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist Works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

TENDER
PART T2: RETURNABLE DOCUMENTS

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T2.2	Returnable Schedules	37 – 81

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. Returnable Schedules that will be incorporated into the Contract

1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	38
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	38 – 42
3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	43 – 44
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	45 – 46
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	47 – 50
6:	PREFERENCE POINTS CLAIM FORM (where preferences are granted in respect of B BEE contribution)	51 – 57
7:	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	58 – 60
8:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	61
9:	SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	62
10:	MUNICIPAL ACCOUNTS' STATUS	63
11:	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	64
12:	SCHEDULE OF WORK EXPERIENCE OF TENDERER	68
13:	SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY	70
14:	DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF	71
15:	SCHEDULE OF CONSTRUCTION EQUIPMENT	72
16:	DETAILS OF TENDERER'S WORKSHOP FACILITIES	74
17:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	74
18:	PRELIMINARY PROGRAMME	75
19:	PROPOSED WORK PLAN	76
20:	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	77
21:	HEALTH AND SAFETY PLAN	78
22:	PRICE BASIS FOR IMPORTED RESOURCES	78
23:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	79
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25:	INFORMATION TO BE PROVIDED WITH THE TENDER	82

T2.2 Returnable Schedules

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1a: Name of enterprise:	
Section 1b: Trading as (if different from above)	
Section 1c: Type of Entity (please select an option)	Individual / Sole Proprietor
	Closed Corporation
	Company
	Partnership / Joint Venture
	Trust
	Other:
Section 1d: Postal address	
Section 1e: Physical address (Chosen as domicillium citandi et executandi)	
Section 1f: Details of authorised representative of tenderer	Title: Full Name:
	Tel no: Fax no:
	Cellular no:
	Email address:
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration no.:	
Section 2b: SARS Tax Compliance Status PIN :	
Section 2c: Senqu Municipality Supplier Database registration no. :	

Section 3: cidb registration no (if applicable):	
Section 4: Particulars of sole proprietors and partners in partnerships	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	

Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No

d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;</p> <p>confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;</p> <p>confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;</p> <p>confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</p> <p>iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</p>	

Signed

Date

Name

Position

Enterprise
name

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be declared as non-responsive if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint 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.

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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIAM

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excision and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

		Signature..... Name..... Designation.....	%
--	--	---	---

Note: A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer/Contractor

SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent 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).

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

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer 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"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer 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"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer 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"/>

2.5.1	If so, furnish particulars:
-------	-----------------------------

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is true and correct, and 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 Tenderer/Contractor

SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
- 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 tenderer 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 tenderer or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company or Close Corporation 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.
 -
- 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 supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....
.....

13.4 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:

.....
.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)
(For and on behalf of the tenderer, duly authorised)

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) an executive 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.

SCHEDULE 6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022(MBD 6.1 amended)

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS AS INDICATED

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability	10
Points for Locality (Contractors domiciled in the Senqu Local Municipality)	10
Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)	5
Points for Locality (Contractors domiciled in the Eastern Cape Province)	2
Points for Locality (Contractors domiciled outside the Eastern Cape Province)	0
Total points for Price and B-BBEE must not exceed	100

1.6 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that for historically disadvantaged persons by unfair discrimination based on race, gender or disability are not claimed.

1.7 Documents Considered for claiming points based on locality

1.8

- 1.9 The Following Documents needs to be submitted with the bid to ensure that Where the tenderer is the owner of the property of the business: (1) Municipal account registered in the name of the tenderer; • Where the tenderer is not the owner of the property of the business: (1) A valid lease agreement; or (2) Affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost. (3) Where the tenderer is the owner of the property of the business that is not yet formalised: 1) Proof of Adress by Local Ward Councillor confirming that the owner is indeed operating a business from the premises
- 1.10 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

5.1 In terms of the Municipalities specific goals as indicated , municipal specific goals for preference points which must be awarded to a bidder for Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
§ Points for HDI status (100% Black owned)	3	6
§ Points for 50% and greater Women's Equity	1.5	3
§ Points for person with Disability	1.5	3
§ Points for 50% and greater owned Youth firm	1	2
§ Points for Locality (Contractors domiciled in the Eastern Cape Province)	1	2
§ Points for Locality (Contractors domiciled in the Joe Gcabi District Municipality)	1	2
§ Points for Locality (Contractors domiciled in the Senqu Local Municipality)	1	2
Total Points	10	20

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms the specific goal codes as listed in schedule 6 of this document, bullet point 1.4

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**
Municipality where business is situated:
Registered Account Number:
Stand Number:.....

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

SCHEDULE 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

SCHEDULE 8: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

N/A

SCHEDULE 9: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS: N/A

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

Sub-contractor Name	Nature of sub-contracting	Is the sub-contractor a subsidiary of the main contractor? Y / N	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-operative	Designated group (youth, women, disabled, rural or township, military veteran)	Value of sub-contracting (including VAT)
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R

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						R
						R
Total value of sub-contracting (B)						R

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE C.2.1.4.6	15%

Tenderers must submit proof of all subcontracting arrangements identified on this schedule as an attachment hereto.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 10: MUNICIPAL ACCOUNTS' STATUS

To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY

From: _____
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

SCHEDULE 11: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must comply to all listed document as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

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

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

NRS 040-3:2002

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Certificate (Y/N)
1				
2				
3				
4				
5				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 13: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS			
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)	Estimate percentage of total value
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%

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		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
TOTALS		R	%

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

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14: PRICE BASIS FOR IMPORTED RESOURCES: N/A

VALUE OF IMPORTED RESOURCE TO BE ADJUSTED						Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Schedules of Quantities of Item (F)
Value in Foreign Currency (A)	Rate of Exchange as at BASE DATE (B)	Value in Rand (A) x (B) (C)	%	Rand (D)	%	Rand (E)				

* State Customs Duty Tariff Reference for each item

Note:

Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment.
The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

	Description of Resources											
	Schedules of Quantities Item No.											

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	CONTRACT NO: 68/2023-2024T		
(C2)	Tender description:	Construction of Herschel Community		
(C3)	Designated product(s)	Steel reinforcement, wire products,		
(C4)	Tender Authority:	Senqu Municipality		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %			

Note: VAT to be excluded from all calculations

**Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.**

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
3	SECTION NO:3 STRUCTURAL STEEL						
3.1	114x4mm C.H.S forming Eaves Beam						100%
3.2	70x70x6mm angle iron forming bracing						100%
3.3	40x40x4 "L" angle iron forming sag angles						100%
3.4	254x146x31kg I beam forming Stanchion						100%
3.5	203x133x25kg I beam forming gable end Stanchion						100%
3.6	254x146x31kg I beam forming Rafter						100%
3.7	254x146x31kg I beam forming Haunch						100%
3.8	175x75x20x2.5 Cold formed lipped channel forming purlins						100%
3.9	40x40x4 "L" angle iron forming knee bracing						100%
3.10	End plates, connection plates base plates etc..						100%
3.11	M20 HT Holding Down bolts						
17	SECTION NO. 17: CEILING (Furniture Products)						
17.2 a)	Office Chair						85%
17.2 b)	Office Desk						85%
17.2 c)	Stationary Cupboard						85%
17.2 d)	Eight (8) Seater Table 700mm High						85%
17.2 e)	Stackable Chairs						85%

Tender Summary			
Anticipated Annual Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

19	SECTION NO.19: METAL WORK															

19.4.1	600x2100mm Powder coated aluminium corner window, tophung 2-opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.						100%	2							
19.4.1.1	2000x500mm Powder coated aluminium corner window, tophung 2-opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.						100%	1							
19.4.1.2	600x1600mm Powder coated aluminium window, tophung 2-opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.						100%	2							
26,4	Installation of a 1,8m High W-Section Galvanised Palisade security fence						100%	750							

Signature of tenderer from Annex B										(C21) Total Exempt imported content					
										(C22) Total Tender value net of exempt imported content					
										(C23) Total Imported content					
										(C24) Total local content					
Date:										(C25) Average local content % of tender					

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 15: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL ADDRESS)	PROJECT NAME & NATURE OF WORK	VALUE OF WORK R(m)	START & COMPLETION DATE
COMPLETED CONTRACTS				

CURRENT CONTRACTS				

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

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 16: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY: N/A

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied. Attach additional pages if more space is required.

MANUFACTURER

EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL ADDRESS)	PROJECT NAME & NATURE OF WORK	VALUE OF WORK R(m)	START & COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 17: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE OF STAFF

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

SITE AGENT / CONSTRUCTION MANAGER	NAME:NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

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

SIGNED ON BEHALF OF THE TENDERER:

GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR	NAME: NQF LEVEL			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SCHEDULE 18: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

--	--

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

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 19: DETAILS OF TENDERER'S WORKSHOP FACILITIES: N/A

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre:.....

.....

.....

Repair facilities:.....

.....

.....

Address.....

.....

.....

.....

Number of Artisans Normally
Employed by Firm

.....

Number of Technically Qualified
Persons Employed

Spares held in stock:

.....

.....

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

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

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 20: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 21: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 22: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
SUBTOTAL	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 23: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
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SCHEDULE 24: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

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

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

--	--	--

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

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 25: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Bid No 68/2023/2024T
Tender Description: Construction of Herschel Community Hall.

SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

- a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules (Section C3.11).
- b. Drawings and Samples (Section C3.12)

Drawings and samples that may be required to be furnished by it and the drawings and samples shall be duly marked so as to connect them with the tender to the satisfaction of the Employer's Agents. Particulars of the drawings to be furnished with the tender are given in the Specification and the Schedules.

If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.

- c. The Schedule of Type Tests completed (Section C3.13).
- d. Maintenance manual of equipment offered.
- e. Quality assurance plan.

SIGNED ON BEHALF OF TENDERER:

CONTRACT
PART C1: AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	98– 100
C1.2	Contract Data (data provided by the Employer)	101– 106
C1.3	Construction Guarantee	108– 110
C1.4	Adjudicator's Contract	111– 112

C1.1 Form of Offer and Acceptance

Offer

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

Construction of Herschel Community Hall:
Bid No.: TECH/MIG: 68 / 2023 – 2024 T

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

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

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

.....
Rand (in words); R (in figures)

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

Signature _____ Date _____

Name _____ Capacity _____

for the tenderer

(Name and address of organization) _____

Name and signature of witness _____

Acceptance

Construction of Herschel Community Hall:

Bid No.: TECH/MIG: 68 / 2023 – 2024 T

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 1 to 4 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.

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

Signature (s)		
Name(s)		
Capacity		
For the Employer	Date	
Name and Address of the Employer	Senqu Local Municipality 19 Murray Street Lady Grey 9577	
Name and signature of witness		Date

Schedule of Deviations

Notes:

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	

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

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

C1.2 Contract Data

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

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

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

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
1.1	Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. CONSTRUCTION PERIOD means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion. CONTRACT DOCUMENTS means the Agreement and all documents referenced therein. CONTRACT DRAWINGS means the drawings listed in the Scope of Work. CONTRACT SUM means the total of prices in the Form of Offer and Acceptance. SCHEDULE means the variables listed in the Contract Data.
1.6.4	Delete sub-clause 1.6.4
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6.
3.9	Delete sub-clause 3.9
3.10	Delete sub-clause 3.10
15.1.1	Delete sub-clause 15.1.1
21	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following: The principal agent and the contractor shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.
30.1	Replace reference to 36.3 at end of sentence with 36.0
31.1	Add: Payment for works identified in the scope of works as being labour intensive shall only be made in accordance with the provision of contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non- payment for such works shall not relieve the contractor in any way from his obligations either in contract or in delict.

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

41.0	Add sub-clause 32.15 and 34.3 to 5.1.2
41.0	Add in the following clause to 41.0 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor , or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site . The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

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Part 1: Contract Data completed by the Employer

<u>Clause</u>	<u>Item and data</u>
1.2	<p>The Employer is. Senqu Local Municipality</p> <p>The address of the Employer is: Telephone: 0516030019 Facsimile: 0516030445 Address (physical): 19 Murray Street, Lady Grey, 9755 Address (postal): Private Bag X2, Lady Grey, 9755</p>
5.1	The Principal Agent is:
5.2	<p>Agent (1) is:</p> <p>Telephone: Facsimile: Address (physical): Address (postal).</p>
5.2	<p>Agent (2) is:</p> <p>Agent's service: Telephone: Facsimile: Address (physical): Address (postal):</p>
5.2	<p>Agent (3) is</p> <p>Agent's service</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>.</p> <p>Address (postal).</p> <p>.</p>

1.1	<p><u>The Works comprise:</u></p> <p>Construction of the new community hall, new toilet block, Electrical installation including all associated external works.</p>															
1.1	<p><u>The Site comprise</u></p> <p>Community Hall in Herschel village (ward 13) in Lady Grey, Senqu Local Municipality</p>															
1.1 22.2	<p>The Works or installations to be undertaken by direct contractors comprises</p> <p>N/A</p>															
41.0 31.11.2 11.2 31.4.2 26.1.2	<p><i>The Employer is an organ of State</i></p> <ul style="list-style-type: none"> • The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply. • Lateral support insurance is not to be effected by the contractor • Payment will be made for materials and goods • Extended defects liability period will apply to the following elements: 															
15.2.1	<p>Possession of the site is to be given within ten days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0.</p>															
15.3	<p><i>The period for the commencement of the works after the contractor takes possession of the site is ten working days.</i></p> <p><i>For the works as a whole:</i> The date for practical completion is 06 (SIX) calendar months from the date of site handover The penalty for failing to complete the Works is R 1 500.00 per calendar day. or The date for practical completion and the penalty per calendar day is as follows:</p> <table border="1"> <thead> <tr> <th>Section</th> <th>Date</th> <th>Penalty Amount</th> </tr> </thead> <tbody> <tr> <td>Section 1</td> <td></td> <td></td> </tr> <tr> <td>Section 2</td> <td></td> <td></td> </tr> <tr> <td>Section 3</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Section	Date	Penalty Amount	Section 1			Section 2			Section 3					
Section	Date	Penalty Amount														
Section 1																
Section 2																
Section 3																

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1.2	<i>The law applicable to the agreement shall be that of the Republic of South Africa.</i> Applicable labour laws: <i>The Ministerial Determination, Special Public works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the minister of Labour in Government Notice No. R63 of 25 January 2002, as reproduced below (see attached guidelines from page 7) shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i>
10.1; 10.2 and 12.1	<i>Contract insurance is to be effected by the contractor.</i>
10.1 10.2 12.1	<i>Contract works insurance is to be effected by the contractor for a sum not less than the contract sum with a deductible in an amount that the contractor deems appropriate.</i>
10.1 10.2 12.1	<i>The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.</i>
11.1, 12.1	<i>Public liability insurance to be effected by the contractor for the sum of R 5000 000 per claim with a deductible in an amount that the contractor deems appropriate.</i>
11.2, 12.1	<i>Support insurance to be effected by the contractor for the sum ofwith a deductible in an amount that the contractor deems appropriate.</i>
3.3, 15.1.3, 31.16.2	<i>A waiver of the contractor's lien or right of continuing possession is required.</i>
3.7	<i>Three copies of the construction document are to be supplied to the contractor free of charge.</i>
3.4	<i>JBCC Engineering General Conditions are not to be included in the contract document.</i>
31.5.3	<i>The contract value is not to be adjusted using CPAP indices.</i>
31.3	<i>There is no latest day of the month for the issue of an interim payment certificate.</i>
14.5	<i>The employer will not provide advanced payments against an advanced payment guarantee</i>
14.2 and 14.4	<i>The construction guarantee is to be a fixed guarantee in an amount of 10% of the contract sum.</i>
40.0	<i>Dispute resolution shall be by adjudication</i>

Part 2: Data provided by the Contractor

<u>Clause</u>	<u>Item and data</u>
1.2	The name of the Contractor is. The address of the contractor is: Telephone: Facsimile: Address (physical): Address (postal):

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C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **Senqu Local Municipality**

Contractor means

Agent means

Works means Construction of Herschel Community Hall.
 Bid No.: 16/2022/2023T

Site means Herschel Community Hall (Ward 13) in Lady Grey, Senqu Local Municipality

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:
 - 2.1 Any reference in this Guarantee to the Agreement 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.
 - 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
 - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 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) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:
 - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this 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.

Bid No 68 / 2023 – 2024 T
Tender Description: Construction of Herschel Community Hall.

Signed at Date

Guarantor's
Signatory 1 Signatory 2 Guarantor's

Witness 1 Witness 2

Guarantor's seal or stamp

C1.4 ADJUDICATOR'S CONTRACT

This agreement is made on the day of between:

.....(name of company / organisation)
of
..... (address) and
..... (name of company / organisation)
of
..... (address) (the Parties) and
..... (name)
of
..... (address)

(the Adjudicator)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
Name: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

SIGNED by: _____
Name: _____
who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

SIGNED by: _____
Name: _____
the Adjudicator in the presence of

Witness _____
Name: _____
Address: _____

Witness: _____
Name _____
Address: _____

Witness: _____
Name: _____
Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	99 – 100
C2.2 Bills of Quantities.....	101 – 102

C2.1 Pricing Instructions

- 1 The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.
- 2 The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
- 2 Measurement and payment for the Works shall be in strict accordance with the relevant provisions of the 6th Edition of the Standard System of measuring Building Work including the latest amendments.
- 3 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

C2.2 Bills of Quantities

Bid specifications may not make any reference to any trademark, name, patent, design, type, specific origin, or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADEMARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

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Item No	Ref	LIC	Description	Unit	Quantity	Rate	AMOUNT
1	SABS 1200A		SECTION NO. 1: GENERAL				
1.1.2.2	PSAB 3		Engineers' telecommunication equipment	Sum	1		
			1) allow R30 000 (Thirty thousand Rands) for the engineers and the engineers representative telecommunication including cell phone, airtime, data connection and Laptops.	Prov. Sum	1	30 000,00	30 000,00
1.1.3			b) Facilities required by Contractor	Sum	1		
1.1.4	8.3.3		Other fixed charge obligations	Sum	1		
1.1.5	8.3.4		Removal of site establishment	Sum	1		
1,2	8,4		SCHEDULED TIME-RELATED ITEMS				
1.2.1	8.4.1		Contractual requirements	Sum	1		
1.2.2	8.4.2		<u>Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated</u>				
1.2.2.1	8.4.2.1		a) Facilities required by Employer	Sum	1		
1.2.2.2	8.4.2.2		b) Facilities required by Contractor	Sum	1		
	8.4.4		Company and Head Office Overhead for the Duration of the contract	Sum	1		
1.2.3	8.4.5		Other time related obligations	Sum	1		
1,3	8,5		PROVISIONAL SUMS				
1.3.1	PSA 1 (c3.4.3)		Compliance with the OHS Act regulations (B13.03)	Prov Sum	1	53 040,00	53 040,00
			Overheads and profit on item 1.3.1	%	53 040,00		
1.3.1	PSA 2		Additional Tests required by Employer	Prov Sum	1	7 800,00	7 800,00
1.3.2			Overheads and profit on item 1.3.1	%	7 800,00		
1.3.3	PSA 3		Community Liaison Officer	Prov Sum	1	39 000,00	39 000,00
1.3.4			Overheads and profit on item 1.3.3	%	39 000,00		
1.3.5	PSA 9 (C3.4.2)		Allow survey on site as per item B13.04	Sum	1		
1.3.6			Overheads and profit on item 1.3.5	%	10 000,00		
1,3,9			Accredited Training	Prov Sum	1	350 000,00	350 000,00
1.3.10			Overheads and profit item 1.3.9 a	%	350 000,00		
1.3.11			Engineers Instruction	Prov Sum	1	19 500,00	19 500,00
1.3.12			Overheads and profit item 1.3.9 b	%	19 500,00		
1,3,13			Allowance for PSC Meeting seating allowance	Prov Sum	1	18 000,00	18 000,00
1,3,14			Overheads and profit on item 1.3.13	%	18 000,00		
1,3,15			Allowance for Occupational health and Safety for the duration of the project (attending of meeting, auditing, and monthly reports)	Prov Sum	1	300 000,00	300 000,00
1,3,16			Overheads and profit on item 1.3.13	%	300 000,00		
1,3,15			DEMOLISHING OF THE EXISTING STRUCTURE				
			The Contractor's rate shall include demolishing of brickwork; slab; timber supports and dumping of material to the approved Municipality dumping site.	m ²	375,00		
Total carried to summary							

Item No	Ref	Description	Unit	Quantity	Rate	AMOUNT
2	SABS 1200 D	SECTION NO. 2: EARTHWORKS (PLAT-FORM)				
2,1	8.3.2	Bulk Excavation				
2.1.1		<u>a) Excavate in all materials and use for embankment or backfill or dispose, as ordered.</u>				
		i) Up to 1,0 m	m ³	120,0		
		ii) Over 1,0 m and up to 2,0 m	m ³	270		
		iii) Over 2,0 m and up to 3,0 m	m ³	20		
2.1.2		<u>b) Extra-over Item (a) above for :</u>				
		i) Intermediate excavation	m ³	120,0		
		ii) Hard rock excavation	m ³	25		
		iii) Boulder excavation, Class A	m ³	12		
		iv) Boulder excavation, Class B	m ³	12		
2,2	8.3.4	<u>Importing of Material</u>				
2.2.1		<u>a) Extra-over for importation of material from commercial sources or from borrow pits</u>	m ³	180		
		b) Opening up and closing down of designated borrow pit	Sum	1		
		c) Dealing with overburden	m ³	16		
2,3	8.3.6	<u>Overhaul</u>				
2.3.1		Limited Overhaul	m ³	60		
2.3.2		Long Overhaul	m ³ .km	300		
2,4	8.3.9	<u>Extra-over for Backfill or for Fill Material against Structure</u>	m ³	50		
2,4	8.3.10	Topsoiling	m ²	60		
2,5	8.3.11	Grassing or other Vegetation Cover	m ²	100		
Total carried to summary						

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3,0	SABS 1200 H 8.3.1.2	SECTION 3: STRUCTURAL STEEL Structural steel for new Hall portal frame inclusive of supply, fabrication, welding, priming, painting, base plates etc. including delivery to site, erection, and painting. (All in accordance to engineers' details)				
3.1.		114x4mm C.H.S forming Eaves Beam	kgs	250		
3.2		70x70x6mm angle iron forming bracing	kgs	1200		
3.3		40x40x4 "L" angle iron forming sag angles	kgs	160		
3.4		254x146x31kg I beam forming Stanchion	kgs	1800		
3.5		203x133x25kg I beam forming gable end Stanchion	kgs	700		
3.6		254x146x31kg I beam forming Rafter	kgs	2400		
3.7		254x146x31kg I beam forming Haunch	kgs	900		
3.8		175x75x20x2.5 Cold formed lipped channel forming purlins	kgs	2500		
3.9		40x40x4 "L" angle iron forming knee bracing	kgs	200		
3,1		End plates, connection plates base plates etc..	kgs	1200		
3,11		M20 HT Holding Down bolts	no.	64		
3,12	8.3.1.1	Preparation of shop detail drawings for approval by the engineer	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

Item No	Ref	Description	Unit	Quantity	Rate	Amount
4	SABS 1200GA	SECTION NO. 4: CONCRETE (SMALL WORKS)				
4,1	8,2	<u>Scheduled Formwork Items</u>				
4.1.1	8.2.1	Rough formwork to:				
		a) Blinding concrete	m ²	24		
4.1.2	8.2.2	Smooth formwork to:				
		a) Vertical faces of deck slab	m ²	20		
		b) Bolsters	m ²	3		
4,2	8.3.2	Mild tensile welded mesh				
		a) Ref 193	m ²	234		
4,3	8,4	<u>Scheduled Concrete Items</u>				
4.3.1	8.4.1	15MPa/19mm Concrete to:				
		a) Filling between pipes	m ³	1		
4.3.2	8.4.1	30MPa/19mm Concrete to:				
		b)high tensile wire 618 mesh	m ³	10		
4,4	8.4.4	<u>Uniformed surface finishes:</u>				
		a) Steel floated finishes to all non-shuttered surfaces	m ²	5		
Total carried forward to next page						

Item No	Description	Unit	Quantity	Rate	AMOUNT
5	SECTION 5: GUARD HOUSE Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scooping up as required and cart away all vegetation and debris.	m ²	505,7		
5.1	<u>Bulk Excavation</u>				
5.1.1	Excavate to reduce levels in open face and deposit on site in spoil heaps	m ³	3		
5.2	<u>Excavate in earth not exceeding 2m deep:</u>				
5.2.1	Trenches.	m ³	10		
	<u>Extra over trench and hole excavations in earth for excavation in :</u>				
	Hard rock.	m ³	5		
	<u>Keeping excavations free of water:</u>				
5.2.3	Keeping excavations free from mud and all water including subterranean sources.	Sum	1		
5.3	<u>EARTH FILLING, ETC.</u>				
5.3.1	<u>Earth filling obtained from the excavation and/or prescribed stock piles on site compacted to 95% Mod. AASHTO density:</u>				
5.3.2	a) Backfilling to trenches, holes. Etc	m ³	8		
	b) Under floors, steps, pavings, etc	m ³	8		
5.4	<u>Compaction of surfaces:</u>				
5.4.1	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable where necessary and compacting to 93% Mod AASHTO density.	m ²	26,4		
5.5	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATION SURFACES</u>				
	<u>25MPa/20mm concrete:</u>				
5.5.1	Footings to walls (Provisional).	m ³	5,39		
5.5.1.1	Surfaces beds.	m ³	8		
	<u>REINFORCED CONCRETE CAST FORMWORK</u>				
5.5.1.2	<u>25MPa/20mm concrete:</u>				
5.5.2	Slabs, including beams and inverted beams.	m ³	4,62		
	<u>CONCRETE TESTS</u>				
Total Carried Forward					

5.5.2.1	Test blocks: Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	No	2		
	Finishing top surfaces of concrete smooth with a wood float:				
5.6	Surface beds, slabs, etc.	m ²	37,9984		
5.6.1	<u>BLOCKWORK IN FOUNDATION (PRVOVISIONAL)</u> <u>Blockwork in foundations is to be concrete metric modular masonry units of 7MPa nominal compressive strength in mortar composed of 6 parts (by volume) of sand 1 part (by volume) of cement:</u>				
5.7	220mm Block walls.	m ²	11,8		
5.7.1	<u>Blockwork in superstructure is to be concrete metric modular masonry units of 7MPa nominal compressive strength in mortar composed of 6 parts (by volume) of sand and 1 part (by volume) of cement:</u>				
5.7.2	(1) 220mm Block walls.	m ²	77		
	<u>MASONRY</u>				
	<u>DAMPINGPROOFING OF WALLS AND FLOORS</u>				
5.9	<u>One layer of 250 micron 'USB GREEN' water sheeting sealed at laps with Gunplas Pressure Sensitive Tape:</u>				
5.9.1					
5.9.2	Under surface beds.	m ²	25		
5.9.2.1	<u>One layer of 375 micron embossed dampcourse waterproof sheeting below walls, sills, etc:</u>				
5.9.3	Below walls, sills, etc.	m ²	4		
	<u>WATERPROOFING</u>				
	<u>RIBBED SHEETING AND ACCESSORIES</u>				
5.10	<u>0.58mm Nominal thickness corrugate iron roof sheets with silicone polyester top finish or similar approval, colour "blue" to one side and standard grey backing coat to other side etc. with 275g/m2 galvanising to both sides with one and a half corrugation side lap including fixing to timber purlins at approximately 1,00mm centres including all screws, bolts washers, etc. strictly in accordance with manufacturer's specification</u>				
5.10.1					
5.10.1.1	Roof covering with pitch not exceeding 50 degrees,	m ²	29		
	<u>ROOF COVERING, ETC</u>				
	<u>ROOFS ETC</u>				
5.11	<u>Sawn softwood:</u>				
	38 x 114mm Wall plate.	no.	25		
5.11.1	38 x 228mm Gang boarding. (Provisional)	no.	12		
5.11.1.1	50 x 76mm Purlins.	no.	8		
5.11.1.2	38 x 300mm Rafter	no.	20		
Total Carried Forward					

	CARPENTRY AND JOINERY				
5.12	12 x 225mm Fascia board three times drilled, and brass screwed to and including 38 x 50 x 114 mm long S.A. Pine cleats twice brass screwed to rafter foot including galvanised steel H-profile jointing strips, screws, holes etc.	m	13		
5.12.1	85 x 275 x 6mm Barge board drilled and brass screwed to purlin end including galvanised steel H-profile jointing strips, screws, holes etc.	m	18		
	FLOOR COVERING.				
	The joints should be at least 5mm wide and extend through the adhesive and tile layers For the key requirements common to all tiling situations please refer to SANS 786 , Code of Practice for the Design and Installation of Vinyl Tiling .	m ²	14		
	IRONMONGERY				
	Locks:				
5.14	Padlock with three keys	No	4		
5.14.1	Sign plates:				
5.14.2	152 x 152 x 2mm Anodised silver engraved sign with Fire Extinguisher Pictogram E06, fixed to wall or door .	No	2		
5.14.3					
5.14.3.1	152 x 152 x 2mm Anodised silver engraved sign with Directional Pictogram E08, fixed to wall or door.	No	2		
5.14.3.2	Provisional sum for Flushed toilet inside the Guard house	No	2		
	GALVANIZED STEEL WINDOWS				
	All windows to be approved by the Architects prior installation.				
	2.772 x 1.465m Window type, powder coated top hung Galvanized steel including burglar bars.	No	2		
5.15.2	1.561 x 0.952m Galvanized steel windows including burglar bars.	No	2		
5.15.3	1.135 x 0.962m Galvanized steel windows including burglar bars.	No	2		
	DOORS				
5.16	Flush doors shall have solid timber edge strips with concealed edges. Where doors are to be finished with a transparent finish, the veneer and the edge strips shall be timber of the same species and as far as possible of matching colour	No	2		
5.16.1	Unless otherwise described all flush doors shall be quality, but where exterior quality doors are specified the glue used shall be of the WBP type				
Total Carried Forward					

5.16.2	Framed and ledged batten doors described as filled in with V-jointed boarding shall be filled in flush on one side with tongued and grooved vertical boarding, V-jointed on one or both sides and of the thickness stated. The boarding shall be in narrow widths, closely cramped up, rebated or tongued on outer edges and housed to grooves in stiles and rails and twice countersunk brass screwed at each intersection with ledges and braces and the inner edges of the abutting stiles and rails shall be chamfered to form a V-joint at junction with the board Unless otherwise described double doors shall have rebated meeting stiles	No	2		
	<u>PLASTERING</u>				
5.17	3 : 1 Cement plaster screeds steel trowelled on concrete:				
5.17.1	25mm thick on floors.	m ²	24		
5.17.2					
	<u>INTERNAL PLASTER</u>				
5.17.3.1	<u>Cement plaster brickwork :</u>				
5.17.3	On walls.	m ²	40		
5.17.4	In narrow widths.	m ²	19,7		
	PLUMBING & DRAINAGE (Provisional)		2		
	<u>FIRE APPLIANCES ETC.</u>				
	<u>Portable fire extinguishers:</u>				
5.19	4.5 kg carbon dioxide portable chemical fire extinguishers complete with full load, wall hook and bracket, bracket fixed to and including 25mm Wort Meranti backboard, size 250 x 500mm high with chamfered edges, varnish and fixed to wall.	No	2		
5.20	<u>PAINTWORK</u>				
5.20.1	<u>Prepare and apply one undercoat and paint with two coats premium quality pure acrylic PVA on:</u>				
5.20.2	Interior walls.	m ²	75		
5.20.2.1	<u>Prepare and apply one undercoat and paint with two coats premium quality pure acrylic sheen PVA on:</u>				
5.20.3	Interior toilet walls (Provisional).	m ²	8		
5.21.1	Electrical Installation				
	Connecting of electricity from the existing transformer to the Hall for Electrification.	sum	1		
Total Carried To Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6	<u>SECTION NO. 6: BUILDING WORKS</u>				
6,1	<u>EARTHWORKS (PROVISIONAL)</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
6,2	<u>SUPPLEMENTARY PREAMBLES</u>				
6.2.1	<u>Nature of ground</u> therefore "earth", but possibly interspersed with "soft rock" or The nature of the ground is assumed to be clay/gravel material, "hard rock"				
6.2.1.1	<u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed "hardrock" excavations or, alternatively, from stock piles situated on the building site				
6,3	<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>				
6.3.1	<u>Excavation in earth not exceeding 2m deep</u>				
6.3.1.1	Reduced levels under floors	m ³	200		
6.3.1.2	Trenches	m ³	140		
6.3.2	<u>Extra over trench and hole excavations in earth for excavation in</u>				
6.3.2.1	Soft rock	m ³	120		
6.3.2.2	Hard rock	m ³	80		
6.3.3	<u>Extra over all excavations for carting away</u>				
6.3.3.1	Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor	m ³	140		
6.3.4	<u>Risk of collapse of excavations</u>				
6.3.4.1	Sides of trench and hole excavations not exceeding 1,5m deep	m ²	560		
6.3.5	<u>Keeping excavations free of water</u>				
6.5.1	Keeping excavations free of water other than subterranean water	Item	1		
Total Carried Forward					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward					
6,4	<u>FILLING ETC</u>				
6.4.1	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 95% Mod AASHTO density</u>				
6.4.1.1	Under floors, steps, pavings, etc	m ³	250		
6.4.1.2	Backfilling to trenches, holes, etc	m ³	150		
6.4.2	<u>Earth filling supplied by the contractor, compacted to 99% Mod AASHTO density</u>				
6.4.2.1	Hardcore fill to be compacted properly onto which multiple layers of Sabunga (150mm thick layers) are compacted. DPC laid onto sabunga or other suitable G5 material, onto which surface bed get poured.	m ³	300		
6.4.2.2	Hardcore fill to be compacted properly with G2/C4 Stabilized (150mm thick layers) are compacted.	m ³	75		
6.4.3	<u>Compaction of surfaces</u>				
6.4.3.1	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 99% Mod AASHTO density	m ³	140		
6.4.4	<u>Prescribed density tests on filling</u>				
6.4.4.1	"Modified AASHTO Density" test	No	11		
6,5	<u>SOIL POISONING</u>				
6.5.1	<u>Soil insecticide</u>				
6.5.1.1	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	280		
6.5.1.2	To bottoms and sides of trenches etc	m ²	83		
Total Carried To summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7	<u>SECTION NO.7: CONCRETE WORKS</u>				
7.1	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
7.2	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
7.2.1	<u>25MPa/19mm concrete</u>				
7.2.1.1	Strip Footings for refer to structural engineer's specifications.	m3	32.5		
7.2.1.2	1250x1250x350mm Thick Bases	m3	12		
7.2.1.3	400x300 Stub columns	m3	10		
7.2.1.2	85mm and 100mm thick reinforce concrete slab on 0.365mm polyolefin dpc with minimum 150mm overlaps and sealed with pressure sensitive tape on 30mm sand blinding on well compacted poisoned fill	m3	8		
7.2.1.3	120mm thick reinforce concrete slab on 0.365mm polyolefin dpc with minimum 150mm overlaps and sealed with pressure sensitive tape on 30mm sand blinding on well compacted poisoned fill	m3	50		

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward					
7,5	<u>TEST CUBES</u>				
7,5,1	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	15		
7,6	<u>CONCRETE SUNDRIES</u>				
7,6,1	<u>Finishing top surfaces of concrete smooth with a power float</u>				
7,6,1,1	Surface beds, slabs, etc to falls	m2	234		
7,7	<u>FORMWORK</u>				
7,7,1	<u>Rough formwork to sides</u>				
7,7,1,1	Slabs	m2	5		
7,7,1,2	Beams	m2	10		
7,9,1	<u>High tensile steel reinforcement to structural concrete work</u>				
7,9,1,2	10mm Diameter bars	t	2		
7,9,1,3	16mm Diameter bars	t	1,2		
7,9,1,4	20mm Diameter bars	t	0,5		
Total Carried Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8	<u>SECTION NO.8: MASONRY</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
8,1	<u>SUPPLEMENTARY PREAMBLES</u>				
8.1.1	<u>Sizes in descriptions</u>				
8.1.1.1	Where sizes in descriptions are given in brick units, one brick shall represent the length and half brick the width of a brick				
8.1.2	Bricks shall be ordered timeously to obtain uniformity in size and colour				
8.1.2.1	<u>SUPERSTRUCTURE</u>				
8.1.3	<u>Red ronan Brick SABS approved in class II mortar</u>				
8.1.3.1	M190 Concrete Block Wall	m ²	540		
8,4	One brick wall for Face bricks : 225mm long x 112.5mm wide x 75mmhigh. The work sizes are in effect coordinating sizes less a nominal thickness of 10mm for the mortar joint.	m ²	65		
Total Carried Forward					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward					
8.8.2	<u>Brickwork reinforcement</u>				
8.8.2.1	150mm Wide reinforcement built in horizontally every 4	m	25138		
8.8.3	<u>Prestressed fabricated concrete lintels including necessary supports</u>				
8.8.3.1	110 x 75mm Lintels in lengths not exceeding 3m	m	149		
8.8.4	110 x 75mm Lintels in lengths exceeding 3m but not exceeding <u>Turning</u>	m	26		
8.8.4.1	<u>pieces to lintels etc</u>				
8.8.5	110mm Wide turning pieces <u>Galvanised</u>	m	127		
8.8.5.1	<u>hoop iron cramps, ties, etc</u>				
	30 x 1,6mm Galvanised hoop iron strap 1,6m long with one into brickwork with Hilti nails (provisional) 5 courses below	No	500		
Total Carried Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
9	SECTION NO.9: WATERPROOFING				
	Tenderers are advised to study the Model Preambles for before pricing this bill				
9,1	SUPPLEMENTARY PREAMBLES				
9,1	<u>Waterproofing</u>				
	Waterproofing of roofs, basements, etc shall be laid under a year guarantee. Waterproofing to roofs shall be laid to even outlets etc with necessary ridges, hips and valleys.				
	sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
9,2	DAMPPROOFING OF WALLS AND FLOORS				
9.2.1	<u>One layer 375 micron or similar approved Plastics grip DPC" damp proof course</u>				
9.2.1.1	In walls	m ²	165,00		
9.2.2	<u>One layer 375 micron "similar approved Plastics Gunplas USB Green" waterproof sheeting sealed at laps with Pressure Tape</u>				
9.2.2.1	Under surface beds	m ²	234,00		
9,3	SEALING STRIPS, JOINT SEALANTS, ETC				
9.3.1	<u>Sealant (or similar approved) including breaking cord</u>				
9.3.1.1	8 x 25mm In saw cut joints in floors	m	35,00		
9.3.2	<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
9.3.2.1	10 x 10mm In horizontal expansion joints including raking out expansion joint filler as necessary	m	200,00		
9.3.2.2	10 x 12mm In vertical expansion joints including raking out expansion joint filler as necessary	m	200,00		
Total Carried to Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
10	SECTION NO.10: ROOF COVERING				
	Tenderers are advised to study the Model Preambles for Trades before pricing this, Bill.				
10,1	PROFILED METAL SHEETING AND ACCESSORIES				
	Supply and Install a 0,8 IBR profile roof sheeting with a 17.5 pitch, color				
10.1.1	<u>finish & fitted in single lengths onto 125X50 GMS C-Chanel purlins @900 c/c, subsequently fixed to 12X50 GMS Double C-channel girder truss manufactured to Eng. Detail, fixed to Double C-channel column left exposed and painted with low shaan enamel paint and bubble foil sisalation between GMS purlin.</u>	Sum	1		
	<u>IBR sheeting on 38x38mm battens @ max 320mm centre, on 114mm timber trusses by 'GANGNAL' or similar and approved @ 21 roof pitch, spaced at max. 760mm centres, on 114x38mm wall plate, fixed to wall with hoop iron or similar and approved.</u>	Sum	1		
10.1.2	ROOF AND WALL INSULATION				
	<u>Sisalation 420 heavy duty industrial grade aluminium foil based insulation</u>	339999			
	Insulation fixed concurrent with roof covering and fitted over purlins.	m ²	274,56		
	<u>Paint the Roof Sisalation 420 heavy duty industrial grade aluminium foil based to white colour underneath the Portal Frame for attractive appearance.</u>	m ²	274,56		
Total Carried to Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
11	<u>SECTION NO.11: CARPENTRY AND JOINERY</u>				
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
11,1	<u>SUPPLEMENTARY PREAMBLES</u>				
11.1.1	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centers, and where described as "bolted", the bolts have been given elsewhere				
11.1.2	<u>Joinery</u>				
	Descriptions of frames shall be deemed to include frames, transoms, rails, etc				
	Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts				
	Decorative thermosetting plastic laminate covering				
	Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				
Total carried forward					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
total brought forward					
11,2	<u>SALIGNA</u>				
11.2.1	SOLID core flush panel timber door to be primed and painted with 2 coats'loss enamel applied in accordance with manufactures specification Timber frame to suit door COLOUR: BATTLESHIP GREY				
11.2.1.1	Door size 813x2035x44mm	No	3		
	Double door size 1613 x 2097mm high	No	3		
	<u>WROUGHT MERANTI DOORS HUNG TO STEEL FRAMES</u>				
	40mm Red meranti framed braced battern door with 40 x 110mm styles and top ledged, 20 x 150mm middle ledge, 20 x 225mm bottom ledge and braced with 20 x 110mm braces				
11,3	<u>Joinery fitting and furniture</u>				
	Supply and Install all joinery fitting and furniture utilities	sum	1		
Total Carried to summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward					
11,5	<u>LETTERS, NAMEPLATES, ETC</u>				
11.5.1	Aluminium sign plate (Male/Female) screwed to door.	No	6		
11.5.2	3000 x 500mm High aluminium name plate with screwed to plastered walls.	No.	3		
11,6	<u>SUNDRIES</u>				
11.6.1	38mm Diameter rubber door stop plugged	No	6		
Total Carried to Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
12	SECTION NO.12: METAL WORK				
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
12,1	SUPPLEMENTARY PREAMBLES				
	<u>Descriptions</u>				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described.				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres				
12,2	DOOR FRAMES, DOORS, WINDOWS, ETC				
12,4	ALUMINIUM WINDOWS, DOORS,ETC				
12.4.1	600x2100mm Powder coated aluminium corner window, top hung 2- opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.	No	2		
12.4.1.1	2000x500mm Powder coated aluminium corner window, top hung 2- opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.	No	1		
12.4.1.2	600x1600mm Powder coated aluminium window, top hung 2-opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.	No	16		
12.4.1.3	600x1400mm Powder coated aluminium window, top hung 2-opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.	No	2		
12.4.1.4	1600x500mm Powder coated aluminium corner window, top hung 2- opening panel window to manufacturer's specification. Colour: BATTLESHIP GREY.	No	10		
12.4.1.4	610x1220mm Powder coated aluminium corner window, fixed panelwindow to manufacturer's specification. Colour: BATTLESHIP GREY.	No	1		
Total Carried Forward					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
13	<u>SECTION NO.13: TILING</u>				
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
13,1	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Descriptions</u>				
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be				
	deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding.				
13,2	<u>FLOOR TILING</u>				
	<u>Tiles 600x600 Double Loaded matt Porcelain tiles. Laid with Tal Adhesive and 3mm tilling grouting all in Dove Grey.</u>	m ²	357		
13,3	<u>WALL TILING</u>				
13.3.1	<u>Porcelain or similar approved Tiles black 200 x 100mm polished splayed edges brick tile fixed with TAI products, with min 3mm grouting line: color Dove drey.</u>				
13.3.1.1	On walls	m ²	10		
13,4	<u>SKIRTING</u>				
13.4.1	220 X 22mm thick solid pine moulded timber skirting fixed to manufacturers specification and sanded and sealed with 2x coats Woodoc 30 wood varnish to architect's approval.	m	110		
Total Carried to summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14	<u>SECTION NO.14: PLASTERING</u>				
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
14,1	<u>INTERNAL PLASTER</u>				
	Cement Plaster to be 1:3 mix; cement/sand to CSIR standards and mix plaster				
14.1.1	<u>to have a waterproof agent added. Newly plastered walls to have sill seal, orequal and approved, sprayed onto surface.</u>				
14.1.1.1	On walls	m ²	685		
14.1.1.2	On narrow widths	m ²	251		
14,2	<u>EXTERNAL PLASTER</u>				
14.2.1	<u>1:5 Cement plaster steel trowelled smooth on brickwork</u>				
14.2.1.1	On walls	m ²	825		
14.2.1.1	On narrow widths	m ²	2		
Total Carried to summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
15	<u>SECTION NO.15 PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
15,1	<u>SUPPLEMENTARY PREAMBLES</u>				
15.1.1	<u>uPVC pipes and fittings:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				
15.1.2	<u>Copper pipes:</u> Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes formers. Fittings to copper waste, vent and anti-syphon pipes, shall only be bent with benders with inner and outer capillary solder fittings and compression fittings shall be Cobra Watertech type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground				
15.1.3	<u>Fixing of pipes</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				
15.1.4	<u>Exposed concrete surfaces</u> Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etec shall be finished smooth with plaster.				
15.1.5	<u>Excavations</u> No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling soft rock and hard rock shall be as defined in Earthwork				
15.1.6	<u>Laying, backfilling, bedding, etc. of pipes</u> Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200				
Total carried forward.					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward					
15.1.7	<u>DB : Earthworks (Pipe trenches)</u>				
15.1.7.1	Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200				
15.1.8	<u>LB : Bedding (Pipes).</u>				
15.1.8.1	Unless otherwise described bedding of rigid pipes shall be class B bedding				
15.1.8.1.1	Water Supply and waste pipes	sum	1		
15.1.8	<u>RAINWATER DISPOSAL</u>				
	"Watertite" (or equal approved) seamless aluminium gutters and rainwater pipes with pre-painted double coated Polymer Silicon baked enamel finish, stop ends crimped onto the OGEE gutter and sealed on the inside with Dow Corning 813 silicone sealer.				
15.1.8.1	160 x 125 x 0,8mm Ogee roof gutters	m	50		
15.1.8.2	Extra over gutter for stopped end	No	18		
15.1.8.3	100 x 75mm Rainwater pipes	m	10		
15.1.8.4	Extra over gutter for outlet for 100 x 75mm pipe	No	18		
15.1.8.6	Extra over rainwater pipe for bend	No	18		
15.1.8.7	Extra over rainwater pipe for eaves or plinth offset	No	4		
15.1.9	<u>STORMWATER CHANNELS</u>				
15.1.9.1	<u>20Mpa/19mm Mass concrete channels</u> 1000mm Wide x 130mm average thick V shaped channels with rounded salient edges and finished on all exposed surfaces with 2:1 cement mortar, laid to falls with control joints formed with 12mm bitumen out for a depth of 10mm and sealed with two part grey polysulphide impregnated softboard with all exposed edges of softboard raked sealant at maximum 3000mm centres including all necessary excavations and formwork	m	90		
15.1.9.2	Supply and Install FloDrain supplied in 30 m roll.	No	2		
15.1.9.2	Supply and Install Geopipe M100 supplied in 6 m.	No	10		
15.2.1	<u>RAINWATER TANKS</u>				
15.2.1.1	10 000 Litre tank with diameter 2200 m; Height of 3150 mm and a lid of 480 mm Clip - on approved plastic tanks manufactured with and including "Herschel Community Hall" name written or engraved on the tank, etc. as per manufacturers Specification 10 000L with diameter 2200 m; Height of 3150 mm and a lid of 480 mm Clip-on "Polyethylene "rainwater tanks tied down with chains in hose-pipe fix to hooks cast into concrete	No	4		
15.2.2	<u>The following in tank base stands:</u>				
15.2.2.1	<u>Excavation in earth not exceeding 2m deep</u> Trenches	m ³	15		
15.2.3	<u>Extra over all excavations for carting away</u>				
15.2.3.1	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	15		
15.2.3	<u>Risk of collapse of excavations</u>				
15.2.3.1	Sides of trench and hole excavations not exceeding 1,5m deep	m ²	10		
15.2.4	<u>Keeping excavations free of water</u>				
15.2.4.1	Keeping excavations free of water other than subterranean water	item	1		

15.2.5	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 95% Mod AASHTO density</u>				
15.2.5.1	Under floors, steps, pavings, etc	m ³	2		
15.2.5.2	Backfilling to trenches, holes, etc <u>Compaction of surfaces</u>	m ³	6		
	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	6		
	<u>Prescribed density tests on filling</u>	No	2		
	"Modified AASHTO Density" test				
	<u>Soil insecticide</u>				
	Under floors etc including forming and poisoning shallow furrows:	m2	6		
	against foundation walls etc, filling in furrows, ramming, and to bottoms and sides of trenches etc	m2	1,5		
	<u>25MPa/19mm concrete</u>				
	Strip footings <u>25MPa/19mm concrete</u>	m ³	2		
	Surface beds	m ³	2		
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
	Surface beds, slabs, etc to falls	m2	6		
	<u>"Firelight Satin" clay face bricks pointed with flush horizontal and vertical joints</u>				
	Extra over brickwork for face brickwork	m2	25		
15,3	SANITARY SCHEDULE				
15.3.3	<u>KITCHEN</u>				
15.3.3.1	Similar approved CDX621-120 double end bowl drop-in sink with 2 x 90 mm basket strainer are fittings, 1200 x500 x157 mm, satin steel stainless.	No	1		
15.3.3.2	Highrise swivel single lever sink mier 12lmin chrome.	No	1		
Total Carried to Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
16	<u>SECTION NO.16: PAINTWORK</u>				
	Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
16,1	<u>ON INTERNAL FLOATED PLASTER SURFACES</u>				
16.1.1	On walls	m ²	685		
16,2	<u>ON EXTERNAL FLOATED PLASTER SURFACES</u>				
16.2.1	On Walls	m ²	825		
16,3	<u>ON WOOD</u>				
16.3.1	<u>One coat oil wood primer, one universal undercoat and two coats "Gloss enamel "paint</u>				
16.3.2	On doors	m ²	58		
16.3.3	<u>Three coats clear mat varnish</u>				
16.3.4	On doors	m ²	25		
Total Carried to Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17	SECTION NO. 17: CEILING				
17,1	Supply and install a 6.4mm gypsum Rhino board fixed to 32 x15 steel brandering (c-chanel), with 40 x 24mm aluminium shadow line wall and ceiling cornice, to be skimmed and painted	m ²	30		
17,2	The following in furniture manufactured complete as per attached Department of Basing Education standard specification:				
	a) Office Chair	No.	6		
	b) Office Desk	No.	1		
	c) Stationary Cupboard	No.	1		
	d) Eight (8) Seater Table 700mm High	No.	2		
	e) Stackable Chairs	No.	204		
Total Carried to Summary					

	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
18	SECTION NO. 18: EXTERNAL WORKS				
18,1	SITE CLEARANCE AND FORMING PLATFORM (PROVISIONAL)				
	- Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
18.1.1	SUPPLEMENTARY PREAMBLES				
18.1.1.1	<u>Nature of ground</u> The nature of the ground is assumed to be clay/gravel material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"				
18.1.2	<u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated building site				
18.1.3	<u>Site clearance</u>				
18.1.3.1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m ²	1200		
18.1.3.2	Stripping average 150mm thick layer of topsoil and depositing material in prescribed stockpiles on site	m ²	1200		
18.1.3.3	Refurbishment of Ablutions and Existing Office building (Painting Internal and External walls with two coats); Installation of electrification; Installation of toilet seats & sink and Installation of tiles, Installation of fisher boards with Provisional Sum of R230 200	item No	1	Prov. sum	R 230 200
18.1.3.4	Parking and Driveway Allow the sum of R165,000.00 for paved parking area (60mm Paver Interlocking block pavers) and driveway to be measured and rated out in accordance with Bill of Quantities	item No	1	Prov. Sum	R165 000,00
18.1.3.5	Kerb: Precast concrete kerb (SABS Figure 7) bedded, jointed and laid complete including Class B concrete haunching. Ditto circular on plan Composite precast concrete kerb (SABS 927 Fig 4) size 150 x 250 mm high with one side partially splayed, laid on end adjacent to and including precast channel piece (SABS 927 Fig 14) size 300 x 100 mm high extreme splayed on top all set in and including cement concrete (15Mpa of 19 mm stone) bed and backing 600 mm wide and average 150 mm deep including jointing in 3:1 sand cement mortar, all necessary excavation, backfilling, formwork, etc	m	80		
		m	5		
		m	15		
Total Carried to Summary					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
19	<u>SECTION NO. 19: PROVISIONAL SUMS</u>				
19,1	<u>ELECTRICAL WORK AND ELETRONIC SERVICES</u>				
19.1.1	Provide the amount of R 200 000 (Two Hundred Thousand Rand) Supply and install light fittings, plug points, switches, lights to entire hall including conduits, electrical wiring, and distribution board. Sum to include connection to main power supply and all to be ready for use on completion. Rate to include electrical certificate of compliance.	Item	1	Prov. Sum	200 000,00
19.1.1.1	Allow for profit.	Item	1		
19,2	<u>MECHANICAL AND WET SERVICES</u> <u>BOREHOLE DEVELOPMENT</u>				
19.2.1	Allow for Groundwater Development; Drilling of borehole; Testing of waterquality; Installation of pump as per the engineer's design; Construction of Pumphouse and Construction of a pipeline to the storages.	Item	1	Prov. Sum	450 000,00
	Allow for profit.	Item	1		
19,3	<u>SECURITY FENCING</u>				
	Allow for clearing site for the width of 1000 mm where fencing runs are to be erected including removing trees, shrubs etc. not exceeding 200 mm girth, grubbing up roots and roughly levelling	m	70		
19,4	<u>Installation of a 1.8m High W- Section Galvanised Palisade security fence</u>	m	70		
19,5	<u>Painting of the existing Galvanised Pillisade fence to its original paint</u>	m	150		
Total Carried to Summary					

SECTION SUMMARY		
1	SECTION NO. 1: GENERAL	
2	SECTION NO. 2: EARTHWORKS (PLAT-FORM)	
3	SECTION NO. 3: CONCRETE (SMALL WORKS)	
4	SECTION NO. 4: GUARDHOUSE	
5	SECTION NO. 5: BUILDING WORKS	
6	SECTION NO.6: CONCRETE WORKS	
7	SECTION NO.7: MASONRY	
8	SECTION NO.8: WATERPROOFING	
9	SECTION NO.9: ROOF COVERING	
10	SECTION NO.10: CARPENTRY AND JOINERY	
11	SECTION NO.11: IRONMONGERY	
12	SECTION NO.12: METAL WORK	
13	SECTION NO.13: TILING	
14	SECTION NO.14: PLASTERING	
15	SECTION NO.15: PLUMBING AND DRAINAGE (PROVISIONAL)	
16	SECTION NO.16: PAINTWORK	
17	SECTION NO. 17: CEILING	
18	SECTION NO. 18: EXTERNAL WORKS	
19	SECTION NO. 19: ELECTRICAL, MECHANICAL, FENCING (PROVISIONAL SUMS)	
	Sub_total_1	
	Add 15% VAT	
	GRAND TOTAL	

DECLARATION (In respect of completeness of Tender)

Senqu Municipality
19 Murray Street
Lady Grey
9755

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 156 pages in consecutive order upon which my/our tender for **TENDER NO. 16/2022/2023T: Construction of Herschel Community Hall** has been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

C3.1	Description of the Works	149 – 149
C3.2	Engineering / Design	150– 150
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C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

1.1 Employer's objectives

To provide a Herschel village of Ward 13 with a Community Hall in Senqu Local Municipality.

1.2 Overview of the works

Demolishing of the existing Structure, New Hall, Fencing, Refurbishment of existing Ablution Facilities Electrical installation and siteworks.

1.3 Extent of the works

- Construction of a 242 seats capacity community hall with 4 x 10 .000 liters rainwater tanks;
- Construction of 600x250mm 25MPa concrete strip foundation for both bearing and non-bearing walls;
- Clean approved fill compacted in layers of not more than 150mm;
- 100mm concrete slab on 250-micron DPM on 50mm sand blinding layer;
- Floor finish to be porcelain floor tiling;
- The structure is 249.12 m² in area coverage with 22.63 x 11.44 m;
- The walls will be built with a single leaf M9, plastered and painted internally and externally;
- Blockwork will be reinforced every fourth course;
- Portal Frame Structure with IBR profile roll-formed in continuous length from Chromadek 0.58mm ISQ 550 fixed steel purlins using class 3 fasteners.
- IBR profile roll-formed in continuous length from Chromadek 0.58mm ISQ 550 fixed steel purlins using class 3 fastener, fixed to 225x50mm SA timber rafter in strict accordance with manufacture's specifications.
- Refurbishment of Ablution facilities and Existing Office building;
- Demolishing of the existing structure 375 square meters
- Construction of a Guardhouse
- Water source (Borehole Development);
- Construction of proper stormwater drainage.
- Construction of a 1,8m High W- Section Galvanised Palisade security fence
- Construction of 60mm concrete block paved car parking.

1.4 Location of the works

The site is in Lady Grey, village under Ward 13 of Senqu Local Municipality.

1.5 Temporary works

Not applicable

C3.2 Engineering / Design

CONTENTS

- 3.2.1 EMPLOYER'S DESIGN
- 3.2.2 DESIGN BRIEF
- 3.2.3 DRAWINGS
- 3.2.4 DESIGN PROCEDURES

3.2.1 EMPLOYER'S DESIGN

The employer's design encompasses all facets of the design and construction of the works described in Clause 3.1.3 Extent of the Works above.

3.2.2 DESIGN BRIEF

There are no design and construction elements under this Contract.

3.2.3 DRAWINGS

The following main drawings are applicable to the contract:

- PR043/BMCE/ST/FT/001 – MASTER PLAN LAYOUT
- PR043/BMCE/ST/FT/002– FLOOR PLAN LAYOUT
- PR043/BMCE/ST/FT/003 – PALISADE FENCE
- PR043/BMCE/ST/FT/004 – PUMPHOUSE
- PR043/BMCE/ST/FT/500 – CONTRACT NAMEBOARD
- PR043/BMCE/ST/FT/501- STANDPIPE DETAIL
- PR043/BMCE/ST/FT/502- WALKWAY & TANK STAND
- PR043/BMCE/ST/FT/503 – KITCHEN LAYOUT
- PR043/BMCE/ST/FT/504 - GUARDHOUSE

Key plans

Not applicable

Typical details

.....

Layout plans

.....

Cross sections

.....

Intersection layouts

.....

Services layouts

.....

Storm water details

.....

Insitu culvert

.....

The drawings used for setting up the Bills of Quantities are as follows:

Architectural drawings

Civil engineering drawings

.....

Mechanical engineering drawings

.....

Electrical drawings

.....

C3.3 Procurement

□ Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

□ Scope of mandatory subcontract work: Fencing, 4 x tanks stands, 1 x Standpipes

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

Items to be sub-contracted to Local Emerging Contractors are as follows.

- Fencing
- 4 x Tank stands
- 1 x Standpipes
- Painting

The contract for Local SMME's will be advertised on Senqu Local Municipal notice board inviting competitive Local SMME'S to submit quotations in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC Series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer, the Engineer together with the Contractor shall evaluate (adjudication to appointment of local SMME) the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer, the Engineer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

C3.4 Construction

CONTENTS

- 3.4.1 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.2 LOCAL PRODUCTION AND CONTENT

3.4.1 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.2 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

C3.5 Management

CONTENTS

- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2. PARTICIPATION OF TARGETED LABOUR
- 3.5.3. COMMUNITY LIAISON OFFICER
- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- a) B-BBEE Sub-contract Expenditure Report
- b) Joint Venture Expenditure Report
- c) Targeted Labour Contract Participation Expenditure Report
- d) Targeted Enterprises Contract Participation Expenditure Report

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **PREFERENCE POINTS CLAIM FORM**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal as per EPWP guidelines

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

10%

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead.

It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted labour contract participation goal (CPG_L)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is **R350.00** per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3. COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document. This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R360.00** per day.. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is

10 %

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted enterprises contract participation goal (CPG_E)**” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted enterprises**” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;

- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);
- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_E^S - \text{CPG}_E^A) \times P^*$$

Where CPG_E^S = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_E^A = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P* = the value of the contract.

3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.5.6. HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

COMPILERS MUST INSERT TENDER SPECIFIC SPECIFICATIONS BELOW

H: HEALTH AND SAFETY SPECIFICATION

COMPILERS MUST INSERT TENDER SPECIFIC SPECIFICATIONS BELOW

C3.6 Annexes

CONTENTS

- C.3.6.1 B-BBEE Sub-contract Expenditure Report
- C.3.6.2 Joint Venture Expenditure Report
- C.3.6.3 Targeted Labour Contract Participation Expenditure Report
- C.3.6.4 Targeted Enterprises Contract Participation Expenditure Report

(C.3.6.1) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R	B-BBEE Status Level of Prime Supplier	
--	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by supplier to be true and correct:

Date:

Verified by SM Project Manager: _____

Date:

(C.3.6.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R
--	---

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct:

Date:

Verified by SM Project Manager:

Date:

(C.3.6.3) TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the PREFERENCE POINTS CLAIM FORM) (P*)	R
---	---

Specified Targeted Labour Contract Participation Goal	%
---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R
¹ Documentary evidence to be provided			Total: R
Expressed as a percentage of P*			%

Signatures

Declared by Contractor to be true and correct:

Date

Verified by Employer's Agent/
Employer's Agent's Representative:

Date

(C.3.6.4) TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the PREFERENCE POINTS CLAIM FORM) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
--	---	--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R
Total:			R
Expressed as a percentage of P*			%

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: _____

Date

Verified by Employer's Agent/
Employer's Agent's Representative:

Date _____

Part C4: Site information

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The site is in Lady Grey, Herschel village under Ward 13 of Senqu Local Municipality.

Co-ordinates: **30°36'57.91"S 27° 9'43.43"E**

ANNEXURES

ANNEXURES A – LOCALITY MAP

ANNEXURES B – TENDER DRAWINGS

ANNEXURES C – STANDARD DRAWINGS