



NOTICE : 038 of 2022
TENDER NO: 8/2/RNM0355

**PANEL OF CONTRACTORS FOR RURAL ROADS
AND STORMWATER REHABILITATION
(RATES ONLY FOR THE PERIOD OF 3 YEARS)
CIDB CLASSIFICATION 4CE OR HIGHER**

Name of Tenderer:

This tender closes at 12h00 on 31 May 2022 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R _____

Issued by:

RAY NKONYENI MUNICIPALITY
P O Box 5
Port Shepstone
4240
Tel: 039 688 2157
Fax: 039 682 0327
Email: khulekani.msomi@rnm.gov.za

Prepared By:

RAY NKONYENI MUNICIPALITY
P O Box 5
Port Shepstone
4240
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TENDER NOTICE AND INVITATION TO TENDER

PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)

MUNICIPAL NOTICE NO: 038 of 2022
TENDER NO: 8/2/RNM0355

Bids are hereby invited to tender for the development of the **PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)** within Ray Nkonyeni Municipality area as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of **4CE or higher**, are eligible to submit a tender and will be considered for award.

Bid documents can be downloadable for free from the e-tenders portal <https://etenders.treasury.gov.za> or documents can also be obtained from Ray Nkonyeni Municipality website www.rnm.gov.za, **from the 29th of April 2022**

Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **Tender No: 8/2/RNM0355 – PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)**. Completed Bids (original and 2 copies) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **31 May 2022 at 12h00 midday**.

There will be no clarification meeting held by the department of Technical Services but bidders who wish to get clarity about the tender document must send an email to Vusumuzi Duma at vusumuzi.duma@rnm.gov.za or phone 073 123 3205, no later than three days before tender closure.

Stage 1: Pre-qualifying criteria

LOCAL CONTENT

- Bidder will be disqualified if the Declaration Certificate and Annex C (Local Content Declaration Summary Schedule) are not signed and submitted as part of the Bid

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Gabions	100%
Bolts, nuts, rivets and nails	100%
Reinforcing Steel Bars	100%
Cement	100%

For the stipulated minimum threshold for local production and content, refer to MBD 6.2

Stage 2 : Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Quality Criterion		Possible Full Points
Key Personnel	1.Project Manager	30
	2. Site Agent	10
Traceable Project Experience		10
Plant	1.TLB	10
	2. Tipper Truck	10
Total Possible Points		70

Bidders must score a minimum of 70% to pass functionality evaluation.

Stage 3: Financial Offer and Preference

The evaluation will be 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPPFA) (Act No.5 of 2000) applies to this tender.

All technical queries are to be directed to Mr Vusumuzi Duma of Ray Nkonyeni Municipality by no later than three days before tender closure on **TEL NO.:** 039 688 2156 or **email:** vusumuzi.duma@rnm.gov.za.

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- The bidder who will be awarded the contract may sub-contract a portion of works to the local Small, Medium and Micro-sized Enterprises (SMMEs) in accordance with approved Ray Nkonyeni SCM Policy
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- Bids submitted are to be valid for a period of **240 days**.

NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.

Ray Nkonyeni Municipality
SM Mbili-Municipal Manager
P O Box 5
Port Shepstone
4240

F.1 STANDARD CONDITIONS OF TENDER

F.1.1 Actions

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

F.1.2 Tender documents

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

F.1.3 Interpretation

The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

The Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

F.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 read, copied and recorded. Writing shall be in the English language. The Employer will 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 Contract Data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. He shall 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.

F.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.

F.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 if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

F.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.

F.2.10 Pricing the Tender Offer

F.2.10.1 Include in the rates and the tendered total of the rates all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.

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

F.2.10.3 Provide rates that are fixed for the duration of three (3) years and rate will be escalated for year two (2) and three (3) as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates 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.

F.2.11 Alterations to documents

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

F.2.12 Alternative Tender Offers

F.2.12.1 Alternative tender do not apply.

F.2.13 Submitting a Tender Offer

F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink.

F.2.13.3 Submit 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.

F.2.13.4 Sign the original (and all copies, if applicable) 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.

F.2.13.5 Seal the original (and each copy, if applicable) 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.

F.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 "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.

F.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.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

F.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 being non-responsive.

F.2.15 Closing time

F.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. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions of Tender apply equally to the extended deadline.

F.2.16 Tender Offer validity

F.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.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.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 total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

F.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 being non-responsive.

F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

F.2.20 Submit securities, bonds, policies, etc.

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

F.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.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 3 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 One-envelope system

F.3.5.1 Where stated in the Tender Data that a **One-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.

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not to 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.

F.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.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

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

F.3.8.2 Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- b) change the Employer's or the 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 do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies 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.
- 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 a Bill of Quantities applies) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.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.

F.3.11 Evaluation of Tender Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: In the case of a Financial Offer:

- Rank Tender Offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- Score tender evaluation points for each Financial Offer.
- Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- Calculate total tender evaluation points
- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

- Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- Score tender evaluation points for each financial offer.
- Calculate the total tender evaluation points.
- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- Score tender evaluation points for each financial offer.
- Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- Calculate total tender evaluation points.
- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

Score the financial offers of the remaining responsive tender offers using the following formula:

$$Nfo = W1 \times A$$

Where Nfo = is the number of tender evaluation points awarded for the financial offer;

W1 = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in Table T1 as stated in the tender data.

TABLE T1 - FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-Pm) / Pm]$	P/Pm
2	Lowest price or percentage commission/fee	$[1-(P-Pm) / Pm]$	Pm/P

Pm = is the comparative offer which is the most favorable

P = is the comparative offer of the tender under consideration

F.3.11.3. Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderer

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

F.3.15 Prepare contract documents

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

- addendum issued during the tender period;
- inclusion of some of the returnable documents;
- other revisions agreed between the Employer and the successful Tenderer, and
- the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete Adjudicator's Contract

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

F.3.18 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.4 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SANS1200** Standardised Specification for Civil Engineering Construction. Further, all amendment which constitute the latest approved SANS shall apply on this Contract.

Although not bound nor issued with this document, the following Parts of the Standard specifications shall form part of this contract:

SABS 1200	A	:	General
SABS 1200	AB	:	Engineers Office
SABS 1200	C	:	Site Clearance
SABS 1200	D	:	Earthworks
SABS 1200	DB	:	Earthworks (Pipe Trenches)
SABS 1200	DM	:	Earthworks (Roads and subgrade)
SABS 1200	GA	:	Concrete (Small works)
SABS 1200	LB	:	Bedding (Pipes)
SABS 1200	LE	:	Storm water Drainage
SABS 1200	ME	:	Sub Base
SABS 1200	MF	:	Base
SABS 1200	MM	:	Ancillary Roadworks
SABS 1200	AH	:	General Structural
SABS 1200	GK	:	Gabions and Pitching
SABS 1200	G	:	Concrete Structural
SABS 1200	MH	:	Asphalt Base and Surfacing
SABS 1200	GB	:	Ordinary Building
SABS 1200	H	:	Structural Steelworks
SABS 1200	HB	:	Cladding and Sheeting
SABS 1200	MK	:	Kerbing and Channelling

The following SANS specifications are also referred to in this document and the contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contract.

F.5 PROJECT SPECIFICATIONS

STATUS

The Project Specification forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met. Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 PROJECT DESCRIPTION / LOCATION

PS-1.1 General

This contract covers the supply of all materials, labour, plant and equipment for **Tender No: 8/2/RNM0355**. This project involves the rehabilitation of Rural Roads and Stormwater across Ray Nkonyeni Municipality.

PS-1.2 Location of the Works

All Ray Nkonyeni Municipalities Rural Wards

PS-1.3 Extent of the Works

The Contractor shall carry out all works required for Roads Rehabilitation programme including:

- a) Clearing and grubbing of all vegetation and topsoil stripping average depth 150 mm within roadway and road prism.
- b) Minor cutting to filling, spoiling and borrowing within road prism and storm water excavations.
- c) Rip, reshape and scarify in-situ suitable materials to maximum depth of 150 mm and compact to 93% Mod AASHTO Density.
- d) Supply and construction of gravel wearing course 150mm thick G5 gravel from designated borrow area or commercial source, compact to 95% Mod AASHTO density.
- e) Construction of 125 mm x 5m reinforced concrete pavement layer, complete with thickenings on steep sections, grade 25/19, finished to methodology.
- f) Construction of reinforced concrete lined drains and dish crossings for drainage.
- g) Construction of grassed earth drains and earth mitre drains along and outwards of the road carriage way.
- h) Construction of reinforced dish drain crossing, complete with mesh Ref. 395 and ribbed finish to methodology.
- i) Construction of 10m long x 5m wide x 600mm diameter concrete minor low level bridge for minor stream.
- j) Supply and lay 450 mm and up to 900 mm diameter concrete stormwater pipes for the

- crossings.
- k) Construction of 230 mm brick standard head wall for pipe crossing, complete with associated excavations and day lighting.
 - l) Construction of 230 mm brick standard catch pits and kerb inlets head wall for pipe crossings, complete with excavations and day lighting.
 - m) Miscellaneous: Road Signs, Road Markings, Guardrails and Gabions-Reno.
 - n) Such other works as may be deemed by Ray Nkonyeni Municipality for the completion of the project

PS-1.4 Employer's Objectives

The programme cover a wide range of Municipal rural wards and is implemented according to the prioritization of the inhabitants which are represented the Ward Councillor. The purpose of the programme is to assure access to the inhabitants on areas which contain steep section that are inaccessible due to lack of skid resistance. Furthermore the discovery of the programme is in response to a vast spectrum of roads which faces difficult gradient which of the result on the Municipal geographic land scape.

PS-1.4 Labour

A Project Liaison Committee will be established and is a vital means of communication between all parties involved with the Project. The composition of the PLC comprises representatives of the Employer, the Engineer and formal structures within the Community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will also be required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the Project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC will form a Labour Committee who shall assist the Contractor with the recruitment of local labourers.

PS-2 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-2.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. This specification shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-2.2 Quality Assurance (QA) (SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments,

equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS-2.3 Management and disposal of water (SANS 1921 – 1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and storm water on site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-2.4 Disposal of spoil or surplus material (SANS 1921 – 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in designated spoil areas within 1,0 km from the site as pointed out to the Contractor.

PS-2.5 Testing (SANS 1921 – 1: 2004 clause 4.11)

PS-2.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-2.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-2.6 Survey beacons (SANS 1921 – 1: 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-2.7 Existing Services (SANS 1921 – 1: 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS-2.8 Management of the environment (SANS 1921 – 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

- (a) Natural Vegetation
-

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps- to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

PS-2.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

PS-2.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS-3 CONSTRUCTION PROGRAMME

PS-3.1 Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time. The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

PS-3.2 Programme in terms of Clause 5.6 of the General Conditions of Contract 2010

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2010.

PS-4 SITE FACILITIES AVAILABLE

PS-4.1 Contractor's camp site and depot (SANS 1921 – 1: 2004 clause 4.14)

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the

Engineer, the local authorities and the Community Liaison Officer (CLO) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognizance is to be taken of the requirements of clause 81233 of these Project Specifications.

The Contractor is to fully familiarize himself with all local by-laws and Government Regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a low risk of theft, vandalism and damage to property in this area and adequate security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount Tendered for item 13.01(c) (The contractor's general obligations: Time-related obligations) .

PS-4.2 Accommodation of Employees

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS-4.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

PS-5 SITE FACILITIES REQUIRED

PS-5.1 The Contractor is required to provide a furnished office and ablution facilities for the Engineer. The Engineer's acceptance control laboratory testing shall be done using nearest laboratory which will be called for testing on as and when required basis.

PS-6 ADVERSE WEATHER CONDITIONS

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

If an extension of time is granted, the Engineer may, at his entire discretion, grant such extension.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 Scheduled Items

Add the following payment items:

PSD 8.3.4 Importing of Materials

a) Import materials from commercial sources

Further to Clause 8.3.4 the rate shall also include for compaction of the imported material to 93% mod AASHTO density.

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMPr) guidelines is required. The purpose of the EMPr is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- The borrow pits to be used for this contract shall be pointed out at the Site Inspection.
- The Contractor shall be permitted to use only those borrow pits approved by the Engineer.
- The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.
- Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation etc., its use shall be subject to the approval of the Engineer and the landowner
- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental

spillage does not pollute the environment.

- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- There must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.

- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction

camp and site for all domestic refuse and to minimise the occurrence of littering.

- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

PART D: DAYWORK

No work will be measured under the Daywork Schedule attached to the Schedule of Quantities unless:

- (a) it is agreed by the Engineer's Representative to be outside the specified scope of a measured item in the contract, and
- (b) it is carried out in response to a written instruction by the Engineer's Representative, and
- (c) the records of plant and labour are submitted daily for the consideration of the Engineer's Representative and duly approved.

The rates tendered in the Daywork Schedule shall be taken to be the full inclusive rates at which the services scheduled are available, including site overheads, supervision, operators, fuel, insurance and setting out. However, transport to and from the site of any plant not on site, specially required by the Engineer's Representative, will be paid for. A minimum of 8 hours a day will be paid for plant specially ordered onto site.

Where plant has been removed from site at the Contractor's request or where it is listed on the Schedule of Plant available for the Contract in the tender documents, payment for transport to the site will not be made.

PART E: OCCUPATIONAL HEALTH AND SAFETY (SANS 1921 – 1: 2004 clause 4.14)

E.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 2014 Construction Regulations 2014.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act.

E.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

The following items will require special attention

1. Ripping of intermediate / hard material.
2. Loading and transporting of intermediate / hard material to spoil and fill.
3. Operating of plant within the community area.
4. Protection of existing services
5. Protecting pedestrians and local traffic from the work area.

b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. Pro-active identification of potential hazards and unsafe working conditions;
- iii. Provision of a safe working environment and equipment;
- iv. Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

E.3 Cost of compliance with the OHS Act and Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PRICING SCHEDULE

I / We hereby quote / tender the amount of _____

_____ Rand
(in words)

R _____ (Summary of tender rates)

PANEL OF CONTRACTORS FOR RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)

- . This quote/tender is valid for the period of **240 days**.
- . These prices quoted are firm and escalation will be stated separately.

**HAS A CERTIFIED COPY OF A TAX CERTIFICATE WITH A PIN NUMBER BEEN ATTACHED?
YES/NO**

I/We certify that the abovementioned information is correct and that we have due knowledge of the requirements of this Bid and have examined the document, Form of Bid, Specifications and requirements. We further agree that this Bid and the acceptance thereof by Council shall constitute a legal binding contract

Dated at _____ on this _____ day of _____

Authorised Signature (Tenderer)

Print Name (Tenderer)

As Witnesses:

- 1) _____
- 2) _____

For the Ray Nkonyeni Municipality:

SM Mbili
Municipal Manager

As Witnesses:

- 1) _____
- 2) _____

** The Council reserves the right not to accept the lowest or any tender and also reserves the right to accept part of a tender.*

Carry TOTAL forward to Cover Page for Tender Opening purposes only.

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

Pricing Data

PRICING INSTRUCTIONS

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

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Employer's Agenting Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Employer's Agenting Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The tenderer must complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A, left blank** or – (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in questions as specified at zero (0) or **Nil** price

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

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

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

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

The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

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

PD2 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of

Quantities and the quantities finally certified for payment.

The Employer reserves the right, during the execution of the works, to adjust the stated Provisional Sum amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

PD3 MATERIALS AND BRAND NAMES

Items that contain materials or products of special make with names of manufacturers are to be taken as samples of what will be required. Subject to the Employer/Employer's Agent approval, the Contractor may, at his discretion, offer similar products of other make if the equivalent quality of the specified materials is obtained.

In this case, the Contractor shall submit a description and/or drawing showing all technical conditions, characteristics, make, type and address of Manufacturer, etc., of the materials offered as alternatives.

RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)

CONTRACT NO. 8/2/RNM0355

Item	Pay Ref	Description	Unit	Quantity	Rate Only
1.0. 0	SABS 1200 A	SECTION NO. 1: Contractor to allow for the following items			
1.1. 1	8.3.1	Contractual Requirements	L/Sum		
1.2. 1		Facilities for ENGINEER			
1.2. 2	8.3.3	(i) Name Boards (1No.) Facilities for CONTRACTOR	L/Sum		
		(i) Office and Storage Sheds (ii) Workshops (iii) Laboratories (iv) Living Accommodation (v) Ablution & Latrine Facilities (vi) Tools & Equipment (vii) Water supply, electricity and communications (viii) Dealing with Water on Site (ix) Access to Site (x) Plant			
1.3. 1	8.3.5	Remove Contractors Site - Establishment on completion	L/Sum		
1.4. 2	8.4.2	Supervision for duration of construction	Month	R 30 000	
1.4. 3	8.4.3	including all survey setting out costs Company & Head Office Overhead Costs	Month	R 20 000	
1.4. 5	8.4.5	One students with S3 Qualification to be selected .	Month	R 10 000	
1.5. 1		Preparation of risk assessment, safe work procedures, the project H & S file, the H & S plan, the provision of PPE and protection clothing and any other H & S matters that the contractor deems necessary.	L/sum		
1.5. 2		Full compliance with all H & S matters during the construction of the works under the contract.	Monthly		
1.6. 1		Contractor to allow sum for the relocation or reinstatement of existing services where directed in writing by the Engineer b) Allow amount for a Liaison Officer per month.	Monthly	R 7 000	

1.7. 1	8.8.1	Allow for temporary accommodation of traffic during construction period including temporary roads, signage, lighting etc.	Monthly	R 15 000	
1.7. 2	8.5	Allow sum for acceptance testing ordered by the Engineer.	L/Sum		
1.7. 3					
1.9. 1		Mod Aashto Test	L/Sum		
1.9. 2		Nuclear Density Test	L/Sum		
1.9. 3	8.6	Provisional Sum for mentorship	Monthly	R 20 000	
1.9. 4	8.7	Provisional Sum for supervision of sub-contractors	Monthly	R 30 000	

**RAY NKONYENI MUNICIPALITY
 RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)
 CONTRACT NO. 8/2/RNM0355**

Item	Pay Ref	Description	Unit	Rate	Amount
2.0.0		SECTION 2 : ROAD WORKS			
2.1.0	SABS 1200C	<u>SITE CLEARANCE</u>			
2.1.1	8.2.1	Strip side verges of all grass, bush and remove boulders up to 0.15m ³ , 0.5 m wide on each side of road.	m ²		Rate only
2.1.2	8.2.2	Remove and grub large trees and stumps of girth. (i) Over 1m and up to and including 2m. (ii) Over 2m and up to and including 3m	No No		Rate only Rate only
2.2.0	SABS 1200D	<u>BULK EARTHWORKS</u>			
2.2.1	8.3.2	Cut to spoil from side embankments and roadway. Rate shall include excavation breaking down, loading, carting, benching and placing of material .	m ³		Rate only
2.2.2	8.3.2	Extra over item 2.2.1 for: (Provisonal) (i) Intermediate material (ii) Hard Rock material	m ³ m ³		Rate only Rate only
2.3.0	SABS 1200DM	EARTHWORKS (ROADS, SUBGRADE)			
2.3.1	8.3.3	<u>TREATMENT OF ROADBED</u> (ii) Rip and remove insitu subgrade to depth of 150mm. Shape and compact to 93% Mod Aashto. Rate shall include ripping, watering mixing, windrowing, shaping and compaction to specified density.	m ³		Rate only
2.3.2	8.3.4	Borrow to fill and compacted to 93% Mod AASHTO Density	m ³		Rate only
2.4.0	SABS 1200ME	<u>GRAVEL WEARING COURSE</u>			

2.4.1	8.3.2	Construct wearing course 150mm thick using G5 quality gravel from borrow pit, compacted to 95% Mod Aashto. Rate to include sourcing of material, excavating, loading, carting, windrowing, spreading, shaping, compaction and royalties to the specified density.	m ³		Rate only
		Section No. 2			
2.4.2	8.3.3	Construct wearing course 150mm thick using G5 quality gravel from commercial source, compacted to 95% Mod Aashto. Rate to include sourcing of material, excavating, loading, carting, windrowing, spreading, shaping and compaction to the specified density.	m ³		Rate only
2.4.3	8.3.9	Overhaul outside free haul. Maximum haul distance 70km.	m ³ .km		Rate only
2.4.4		Surface Preparation to underside of Concrete pavement.	m ²		Rate only
2.4.5		Construct 25 Mpa concrete pavement layer (125mm thick x 5m wide) complete with shuttering, mesh Ref. 395, and straight edge finish and curing. See construction methodology, Annexure A	m ³		Rate only
2.5.0	SABS 1200DM	<u>DRAINAGE</u>			
2.5.1	8.3.15	Form mitre drains as per detail no. RNM/14/02/4.8. Rate shall include blading outwards, daylighting, hand trimming and disposal of excess material.	m		Rate only
2.5.2	8.3.15	Catchwater mounds. Rate shall include importation of material, shaping, compaction, hand trimming and disposal of excess material.	m ³		Rate only
2.5.3	8.3.15	Form concrete v drains as per detail no. RNM/14/02/4.3 complete with shuttering, mesh Ref. 395, and straight edge finish and curing. Rate shall include blading along, daylighting, hand trimming and disposal of excess material.	m		Rate only
2.5.4	8.3.15	Form stone pitching dish crossing as per detail .Rate shall include, excavation, trimming, concrete, hand stone placing, compaction, finishing and trimming to tie with adjoining surfaces.	m		Rate only

2.5.5	8.3.15	Form concrete ditch drains. Rate shall include blading along, daylighting, hand trimming and disposal of excess material.	m		Rate only
2.6.0	SABS 1200DK	<u>GABIONS AND PITCHING</u> (Sub-contracting item)			
2.6.1		Excavation in all classes of material including all trimming, timbering, dewatering, selection of material, backfilling, compaction and disposal of excess or unsuitable material	m ³		Rate only
2.6.2		- <u>Extra over item 2.6.1 for excavation in:</u> (i) Intermediate material (ii) Hard rock	m ³ m ³		Rate only Rate only
2.6.3	8.2.1	- Surface Preparation to underside of gabion wall.	m ²		Rate only
2.6.4	8.2.1	Supply and lay U14 type bidim or similar approved.	m ²		Rate only
Section No. 2					
2.6.5	8.2.2	<u>Gabions and Reno-Mattress</u> Supply all materials and labour and lay PVC coated galvanised wire cages. Rate to include for supply of stones, binders, connectors filling of cages. (a) Gabions 1000mm x 1000mm x 2000mm long. (b) Reno-mattress 2000mm x 1000mm x 300mm deep.	m ³ m ³		Rate only Rate only
	8.2.3	Stone pitching, Rate to include supply and handling, preparation, trimming, haunching of stones and grouting.	m ²		Rate only
	8.2.3	Supply and deliver of loffestile unitsand intall the slotted pipes wrapped in biddim layer, sand and stones layer, locking up pavement and removal access sand a) L300 b) L500 c) L750	m m m		Rate only Rate only Rate only
	8.3	<u>FENCING</u>			

	8.3.1	Supply, dig and insall treated poles. Haunching of poles with concrete:			
		a) clearview or similar fence	m		Rate only
		b) mesh wire fence	m		Rate only
		c) precast wall fence	m		Rate only
		d) galvanised steel gate	m		Rate only
2.7.0	SABS 1200MM	<u>ANCILLARY ROADWORK'S (Sub-contracting items)</u>			
2.7.1	8.2.1	GUARDRAILS ON POST Supply and install complete standard galvanised guardrails at steep section. Rate shall include setting out, excavations, treated poles, signage, and 20Mpa concrete for foundations.	m		Rate only
2.7.2	8.2.1	a) Galvanised with reflector as per drawing detail RNM/14/02/4.10	m		Rate only
2.7.3	8.2.2	b) Extra and over items for 8.2.1 for horizontally curved guardrails factory bent to radius of less 150m.	m		Rate only
2.7.4	8.2.3	End units a) End wing (Flared approach end) b) End wing (Flared trailing end)	No. No.		Rate only Rate only
2.7.5	8.3.1	PERMANENT TRAFFIC SIGNS			
2.7.6	8.3.1	Sign faces painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retro reflective material with signboards constructed from	No.		Rate only
2.7.7	8.3.1	Sheet steel (1,6 mm thick) of area over 2m ²	m ²		Rate only
2.7.8	8.3.3	Sign Supports: Treated gum poles 100mm dia.	m		Rate only
		Excavation for sign supports and backfilling with in-situ material.	m ³		Rate only
		25MPa concrete for sign posts.	m ³		Rate only

2.7.9	SABS 1200MJ 8.4	<u>SEGMENTED PAVING</u> Supply units, sand, placing the bedding layer , laying the units,compacting, filling gaps, locking up pavement and removal access sand a) clay bricks b) concrete bricks c) asphalt			
		a) clay bricks	m ²		Rate only
		b) concrete bricks	m ²		Rate only
		c) asphalt	m ²		Rate only
	8.4.1	Provision of edge restraints	m		Rate only
	8.4.2	Rolling to lock up condition	m ²		Rate only
		Total Section No. 2			

**RAY NKONYENI MUNICIPALITY
 RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)
 CONTRACT NO. 8/2/RNM0355**

Item	Pay Ref	Description	Unit	Rate	Amount
3.0.0		SECTION 3 : STORMWATER			
3.1.0	SABS 1200DB	EXCAVATION PIPE TRENCHES			
3.1.1	8.3.2	Excavation in all classes of material for trenches including, trimming timbering, dewatering, backfill, compaction and disposal of surplus and unsuitable material for Ø450mm pipes up to Ø900mm for depth not exceeding 1.8mm deep	m ³		Rate only
3.2.1	8.3.2	Extra Over item 3.1.1 for excavation in: (i) Intermediate material (ii) Hard rock	m ³ m ³		Rate only Rate only
3.3.0	SABS 1200LE	<u>PIPE CULVERTS</u>			
		Supply and lay rectangular portal culverts, class 75 S to SANS 986 on insitu reinforced concrete invert slab, in low level bridge structures to details (invert slab measured elsewhere) (i) 0.9m X 2.4m (ii) 1.5m X 2.4m (iii) 1.8m X 2.4m	m m m		Rate only Rate only Rate only
3.3.1	8.2.1	Supply and lay, joint and bed on Class C bedding, Ogee jointed concrete pipes with rubber collars on normal grades. Rate shall include bedding, backfilling, compaction and testing of both pipe slopes and density testing for backfill. (i) 450mm Dia class 100 D (ii) 600mm Dia class 100 D (iii) 900mm Dia class 100 D	m m m		Rate only Rate only Rate only
3.3.2	8.2.1	Supply and lay, joint and bed on Class C bedding, Spigot and socket concrete pipes with rubber collars. Rate shall include bedding, backfilling, compaction and testing of both pipe slopes and density testing for backfill. (i) 450 Dia Pipes (i) 600mm Dia class 100 D	No No		Rate only Rate only

3.3.3		(iii) 900mm Dia class 100 D	m		Rate only
3.3.4	8.2.9	Construct standard stormwater manhole as per detail no. RNM/14/02/4.2, including excavation and disposal of surplus material. (i) 450 Dia Pipes (i) 600mm Dia class 100 D (iii) 900mm Dia class 100 D	No No m		Rate only Rate only Rate only
3.3.5	8.2.9	Construct standard brick stormwater headwall for pipes to detail. Rate shall including excavation, riming, concrete, brickwork, dissipation units, stone pitching around structure, daylighting and disposal of excess material.			
3.3.6		(i) 450 Dia Pipes	No		Rate only
3.3.7		(i) 600mm Dia class 100 D	No		Rate only
3.3.8		(iii) 900mm Dia class 100 D	m		Rate only
Total Section No. 3					

RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)
CONTRACT NO. 8/2/RNM0355

Item	Pay Ref	Description	Unit	Rate	Amount
4.0.0	SABS 1200 DB	SECTION 4: CONSTRUCTION OF MINOR RIVER CROSSING			
4.1.0		<u>Excavation for the River Crossing</u>			
4.1.1	8.3.2	Excavation for the Preparation of the Construction of the River Crossing. Rate to include the Backfilling and compaction after the Construction of the Causeway.	m ³		Rate only
4.2.0		<u>Provisional</u>			
4.2.1	8.3.2	Extra Over item 4.1.1 for excavation in: (i) Intermediate material (ii) Hard rock	m ³ m ³		Rate only Rate only
4.3.0	SABS 1200 GA	<u>Formwork</u>			
4.3.1	8.2.1	a) Rough: To River Crossing slab and where required.	m ²		Rate only
4.3.2	8.2.2	b) Smooth: To River Crossing and bollards where required.	m ²		Rate only
4.4.0	8.3	<u>Reinforcement</u>			
4.4.1	8.3.1	a) Drill Y20 bars 200mm into existing slab, boulders & concrete slab. Epoxy using 5 star grout (Bar Total Length = 1000mm : Shape Code 37)	No.		Rate only
4.4.2	8.3.1	b) High Tensile Reinforcement	Ton		Rate only
4.4.3	8.3.2	c) Mesh Ref 395	m ²		Rate only
4.5.0	8.4	<u>Concrete</u>			
4.5.1	8.4.3	- Cast 25 MPa concrete between pipe culvert.	m ³		Rate only
4.5.2	8.4.3	Cast 25 MPa, 150mm thick Reinforced Concrete Slab on top of the pipe culvert.	m ³		Rate only
4.5.3	8.4.3	Construction for the River Crossing Bollards using 25 MPa concrete.	m ³		Rate only

4.5.4	8.4.3	Cast 25 MPa, 100mm Reinforced concrete slab for the pipes.	m ³		Rate only
4.5.5	8.4.3	Supply and Install Fig. 6 precast concrete kerbs to be laid upright or flat. Rate shall include preparation, haunching and aligning parallel to the road pavement	m		Rate only
Total Section No. 4					

RAY NKONYENI MUNICIPALITY		
RURAL ROADS AND STORMWATER REHABILITATION (RATES ONLY FOR THE PERIOD OF 3 YEARS)		
CONTRACT NO. 8/2/RNM0355		
SUMMARY PAGE		
SECTION	DESCRIPTION	AMOUNT (Rates Only)
1	Preliminary & General	
2	Roadworks	R -
3	Storm Water Drainage	
4	Minor River Crossings	
5	Sub-Contractor Supervision allowance per month	
6	Sub-Contractor Mentorship allowance per month	
	SUB-TOTAL	
	VAT 15%	
	R	
<p>I _____ Representing _____ (Company) Accept /Not Accept the rates for the Rehabilitaion of Rural Roads and stormwater within Ray Nkonyeni Municipality</p>		
SIGNED:	_____	DATE: _____
Witness 1:	_____	DATE: _____
Witness 2:	_____	DATE: _____
PD 14		

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

Company registration documents.

ID documents of directors/owners/members/shareholders.

Certified copy of a tax certificate with a pin number.

BBBEE Certificate / Letter of accreditation

Past experience (1) & (2)

Declarations.

Joint Venture agreement

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

Relevant specifications

Value for money

Capability to execute the contract

PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR TENDERS

TENDER NO: 8/2/RNM0355

Closing Date: 31 May 2022

Closing Time: 12h00

BIDDERS DETAILS

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

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	
CELL PHONE NUMBER	
FACSIMILE NUMBER	
SIGNATURE OF BIDDER / AUTHORISED REPRESENTATIVE	

RNM / MBD 1 TENDERER INFORMATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. ALL LATE BIDS WILL BE RETURNED UNOPENED.

BID NUMBER :

TENDERER :

ADDRESS :

COMMERCIAL BANK ACCOUNT DETAILS:

Bank

Branch

Account No.

Name under which account is operated:

Bank Contact Person

FIRM DETAILS:

Name of Contactor / Company / Person

Date of Inauguration

Registered Address of Firm

Vat Registration No.

Telephone No.

Cell No.

Fax No.

E-mail address

Postal Address

Physical Address

Has a certified copy of a tax certificate with a pin number Been Submitted? YES/NO

Has A B-BBEE Status Level Verification Certificate Been Submitted? YES/NO

IF YES who was it certified by?

An Accounting Officer As Contemplated In The Close Corporation Act (CCA)

A Verification Agency Accredited by the South African Accreditation system (SANAS)

OR

A Registered Auditor

PLEASE TICK APPLICABLE BOX

Signature of Tenderer : _____

(Of person authorised to sign the tender)

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

RNM / MBD 1

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS			
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY			
BID NUMBER:	8/2/RNM0355	CLOSING DATE:	31 May 2022
CLOSING TIME:	12H00		
DESCRIPTION	Panel of Contractors for Rural Roads and Stormwater Rehabilitation for a three year period		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 10 Connor Street, Port Shepstone, 4240			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLYCHAIN MANAGEMENT	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	MR B Mfenqa	CONTACT PERSON	VUSUMUZI DUMA
TELEPHONE NUMBER	039 312 8304	TELEPHONE NUMBER	039 688 2156
E-MAIL ADDRESS	Bongani.mfenqa@rnm.gov.za	E-MAIL ADDRESS	Vusumuzi.Duma@rnm.gov.za

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

F.7 EVALUATION OF TENDER OFFERS

F.7.1 The procedure for evaluation of responsive Tender Offers will be **Method 4: (Financial Offer, preferences and quality (functionality))** with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.

Method 4: Financial Offer, Quality and Preferences

(a) Quality

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_Q / M_S$$

where:

W_2 is the percentage score given to quality and equals **49**

S_Q is the score for quality allocated to the submission under consideration

M_S is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of **30 points** will be awarded for relevant qualifications and demonstrated experience of the Project Manager.
- II. A maximum of **10 points** will be awarded for qualifications and demonstrated experience of the proposed Site Agent.
- III. A maximum of **10 points** will be awarded for demonstrated experience with respect to undertaking construction of Roads and Stormwater projects.
- IV. A maximum of **20 points** will be awarded for Ownership of construction plant and equipment i.e Tipper Truck and TLB.

Score quality, rejecting all tender offers that fail to score the minimum number of **70% (49 Points)** of points for quality stated in the tender data. Point system for functionality will be as per the table below:

Key aspect of criterion	Evaluation criterion	Points	Verification method
Qualification of a Project Manager	B-TECH or equivalent in Civil Engineering with 5 years' or more traceable experience in Roads and Stormwater projects	30	Certified Copy of Qualification and Curriculum Vitae

	Minimum National Diploma in Civil Engineering with 4 years' traceable experience in Roads and Stormwater projects	20	Certified Copy of Qualification and Curriculum Vitae
	Minimum National Diploma with 3 years and less traceable experience in Roads and Stormwater projects	10	Certified Copy of Qualification and Curriculum Vitae
Experience of Site Angent	5 years' or more traceable experience in Roads and Stormwater projects	10	Curriculum Vitae to be attached
	4 years' traceable experience in Roads and Stormwater projects	8	Curriculum Vitae to be attached
	3 years' traceable experience in Roads and Stormwater projects	6	Curriculum Vitae to be attached
	2 years' traceable experience in Roads and Stormwater projects	4	Curriculum Vitae to be attached
	1 years traceable experience in Roads and Stormwater projects	2	Curriculum Vitae to be attached
Traceable project experience	Five or more completed Roads and Stormwater projects	10	Appointment and Completion Certificates to be attached
	Four completed Roads and Stormwater projects	8	Appointment and Completion Certificates to be attached
	Three completed Roads and Stormwater projects	6	Appointment and Completion Certificates to be attached
	Two completed Roads and Stormwater projects	4	Appointment and Completion Certificates to be attached
	One completed Roads and Stormwater projects	2	Appointment and Completion Certificates to be attached
Ownership of construction plant and equipment i.e Tipper Truck and TLB	TLB	10	1.Attached Finance Asset Register/Proof of purchase (TLB, Tipper Truck) 2.Natis Documents for TLB and Tipper Trucks. NB: Hired plant will not be awarded
	Tipper Truck	10	
	No Response	0	

(b) Financial Offer

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

where:

- W1 = **80** for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R 50,000,000.00;
- P_m = the value of the comparative offer of the most favourable tender;
- P = the value of the comparative offer under consideration

The Ray Nkonyeni Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.

In the application of the 90/10 preference point system, if all bids received are below R 50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

(c) Preferences

Up to **20** points (for financial values up to R 50,000,000.00) or **10** points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

(d) Preferences

The Ray Nkonyeni Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.

Scoring of points for B-BBEE status level Contributor

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.

F.7.2 Acceptance of Tender Offer

F7.2.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- (b) A valid Certified copy of a tax certificate with a pin number, or a photocopy of the original certificate, certified by a commissioner of oaths, is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act in a appropriate contract grading designation;

F7.3 Copies of Contract

The number of paper copies of the signed contract to be provided by Ray Nkonyeni Municipality is **ONE**.

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

TABLE OF CONTENTS	PAGE NO.
C1.2.1.1 GENERAL CONDITIONS OF CONTRACT	C8
C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT	C8
C1.2.1.2.1 GENERAL	C8
C1.2.1.2.2 AMENDMENTS TO THE GCC 2010.....	C8

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Second Edition, 2010", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2010").

It is agreed that the only variations from the GCC 2010 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The following are variations to the General Conditions of Contract for Construction Works, Second Edition(2010)

Ref. Clause

SCC1. Definitions, Interpretations and General Provisions

SCC1.1.1.1 Re-word the sub-clause as follows:
"Agreed" means agreed by the Employer, or the Engineer acting on behalf of the Employer and the Contractor.

SCC1.2 **Delivery of Notices**
Add the following to the sub-clause:

SCC1.2.3 Sent by facsimile or e-mail or any like communication

SCC1.2.4 Posted to the addressee and delivered by the Postal Authorities

SCC1.2.5 Delivered by a courier

Ref. Clause

SCC4.6 Copyright

Delete the second paragraph in its entirety.(4.6.2)

SCC4.7 Fossils, etc

Add the words “or traditional importance (such as burial sites)” between the words “interest” and “discovered” in the second line

SCC7.6.3. Removal of Improper Work and Materials

Add new sub-clause 7.6.3.3

Where the Engineer considers that either or both sub-clauses above apply to an event of a serious nature, he shall have the right to involve the Employer in the matter, In which case he will arrange a joint meeting between the Employer, the Engineer and the Contractor before giving any instructions to the Contractor”

SCC4.4 Subcontracting

Add new sub-clause 4.4.7

The Contractor may subcontract at least **30%** of the of Works, in rand value of the Project, to local subcontractors from **Ray Nkonyeni Municipality** Jurisdiction. Failure to find suitable subcontractors in this region will lead to recruiting from the required subcontractors from the Ugu District Jurisdiction. Further be advised that the applicable labour rate for local labour are as follows

	Rate/Hour	Rate/ Day
UNSKILLED WORKER	24.50	196.00
SKILLED WORKER	32.81	262.48
CLO	33.80	270.04

Add new sub-clause 4.4.8

The Contractor shall be required to fill in all posts for unskilled labourers, first from the project surrounding and proceed to recruit from Ray Nkonyeni and Ugu District Jurisdiction respectively.

Add new sub-clause 4.4.9

The Contractor shall enforce clause 4.4.8 on all his subcontractors and be liable for compliance.

Add new sub-clause 4.4.10

Notwithstanding Clause 4.4.7, the Contractor shall request a list of subcontractors from the Ray Nkonyeni Municipality and Ugu District Municipality Data Base for selection and identifying suitable subcontractors. All sub-contractors including the local unregistered subcontractors should be assessed by the Contractor for suitability for the Works, as the Contractor shall remain liable for the same.

Add new sub-clause 4.4.11

Facilitation of all the above clauses must be done in liaison with the Engineer and relevant Social Facilitation Structures put in place.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2010

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

“Referring to the “CONTRACT PRICE ADJUSTMENT SCHEDULE” on page 93 of the GCC 2010, delete the four consecutive paragraphs describing the symbols “L”, “P”, “M” and “F” respectively, and replace them with the following:

“L” is the “Labour Index” and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data as published in Table 14 of the “Additional tables” of the Statistical release P0141 of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index for “Civil engineering plant” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for the “Building and construction - Civil engineering” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel - Coast and Witwatersrand” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>1.</p> <p>Clause 1.1.1.13:</p> <p>Clause 1.1.1.14:</p> <p>Clause 1.1.1.26:</p> <p>Clause 1.1.1.15:</p> <p>Clause 1.1.1.16:</p>	<p>GENERAL</p> <p>The Defects Liability Period is 12 months.</p> <p>The time for Completing the Contract is <u>3 years</u> from the Commencement Date, including non-working days and special non-working days, however all Works will be allocated under different timeline which are to be determine by the Engineers.</p> <p>Pricing Strategy: The Contract is to be a Re-measurement Contract.</p> <p>Name of Employer: Ray Nkonyeni Municipality</p> <p>10 Connor Street</p> <p>PORT SHEPSTONE</p>
<p>3.</p> <p>Clause 3.1.3:</p>	<p>ENGINEER</p> <p>The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>5.</p> <p>Clause 5.3.1:</p> <p>Clause 5.3.2:</p> <p>Clause 5.8.1</p> <p>Clause 5.13.1:</p> <p>Clause 5.16.3:</p>	<p>TIME AND RELATED MATTERS</p> <p>The Contractor shall commence executing the Works within 28 days of the Commencement Date.</p> <p>The documents required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2010 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications in the project specifications) • Cash Flow in correlation with programme • Environmental Management Plan • Proof of current vendor license with RAY NKONYENI Municipality <p>The abovementioned documentation required before commencement with Works execution is to be submitted within <u>14 days</u> of the Commencement Date.</p> <p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government:</p> <p style="padding-left: 40px;">New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p> <p>The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25000,00 per day).</p> <p>The latent defects period is 10 years.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>6.</p> <p>Clause 6.2.1:</p> <p>Clause 6.5.1.2.3:</p> <p>Clause 6.8.2:</p> <p>Clause 6.8.3:</p> <p>Clause 6.10.1.5:</p> <p>Clause 6.10.3:</p>	<p>PAYMENT AND RELATED MATTERS</p> <p>The security to be provided by the Contractor shall be: Performance guarantee of 10% of the Accepted Contract Price.</p> <p>The percentage allowance to cover overhead charges is 15%.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule, the applicable factor for adjustment will 7% for year two (2) and 7 % for year three (3).</p> <p>Price adjustments for variations in the costs of special materials are not allowed.</p> <p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>A Retention Money Guarantee is not permitted.</p>
<p>8.</p> <p>Clause 8.6.1.1.2:</p> <p>Clause 8.6.1.1.3:</p> <p>Clause 8.6.1.2:</p> <p>Clause 8.6.1.3:</p>	<p>RISKS AND RELATED MATTERS</p> <p>The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u>.</p> <p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>nil</u>.</p> <p>Special Risks Insurance issued by SASRIA is required.</p> <p>The limit of indemnity for liability insurance is <u>R2 000 000,00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.</p>
<p>10.</p> <p>Clause 10.4.2, 10.7.1:</p>	<p>CLAIMS AND DISPUTES</p> <p>Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.</p>

No contract will be awarded to a person who has failed to submit a Certified copy of a tax certificate with a pin number from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangement have been made with SARS.

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- **Company registration documents.**
- **ID documents of directors/owners/members/shareholders.**
- **Certified copy of a tax certificate with a pin number**
- **Past experience (1) & (2)**
- **Declarations.**
- **Joint Venture agreement**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

RNM CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING – NON COMPULSORY

This is to certify that (*Tenderer*)

of (*address*).....

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at the offices of Department of Technical Services, No1 Protea Road Marburg,

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

Particulars of person attending the meeting:

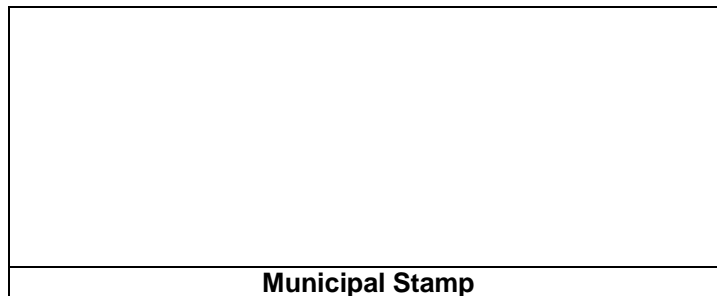
Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name: Signature:

Capacity: Date and Time:



RNM / MBD 2 TAX CLEARANCE REQUIREMENTS

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

In order to meet the requirements bidders are required to complete in full the attached TCC1 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax clearance Certificate that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC "Application for a "Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za

Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

RNM/ MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

RNM/ MBD 3.2 PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. As per GCC 2010 Clause 6.8.2 and detailed on page 92 of the GCC

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

RNM / HBD 4 DECLARATION OF INTEREST

(Please circle the applicable answer)

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

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

Full Name

Identity Number:

Company Registration Number:

Tax Reference Number:.....

VAT Registration Number:

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

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

* SCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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**

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE
INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RNM / BD 5.1 CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

**RNM / BD 5.2 CONTRACT FORM – PAST EXPERIENCE WITH RAY
NKONYENI MUNICIPALITY**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH RNM

PROJECT NAME	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

DATE

SIGNATURE OF BIDDER

RNM/ MBD 6.1

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

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

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

GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	<u>POINTS</u>
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	_____
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

- The bidders may make provision to subcontract at least 30% of the Works, in rand value of the Project, to local subcontractors from Ray Nkonyeni Municipality and or Ugu District Municipality Jurisdiction.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

RNM/MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Gabions	100%
Bolts, nuts, rivets and nails	100%
Reinforcing Steel Bars	100%
Cement	100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Ray Nkonyeni Municipality):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
 - (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Ray Nkonyeni Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Ray Nkonyeni Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Tender No. _____
 Tender description: _____
 Designated Products: _____
 Tender Authority: _____
 Tendering Entity name: _____
 Tender Exchange Rate: Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	Local value of payments
					(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

RNM/MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

RNM/MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 5 This Municipal Bidding Document must form part of all bids invited.
- 6 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 7 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- e) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - f) been convicted for fraud or corruption during the past five years;
 - g) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - h) 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).
- 8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

RNM/MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

SIGNATURE

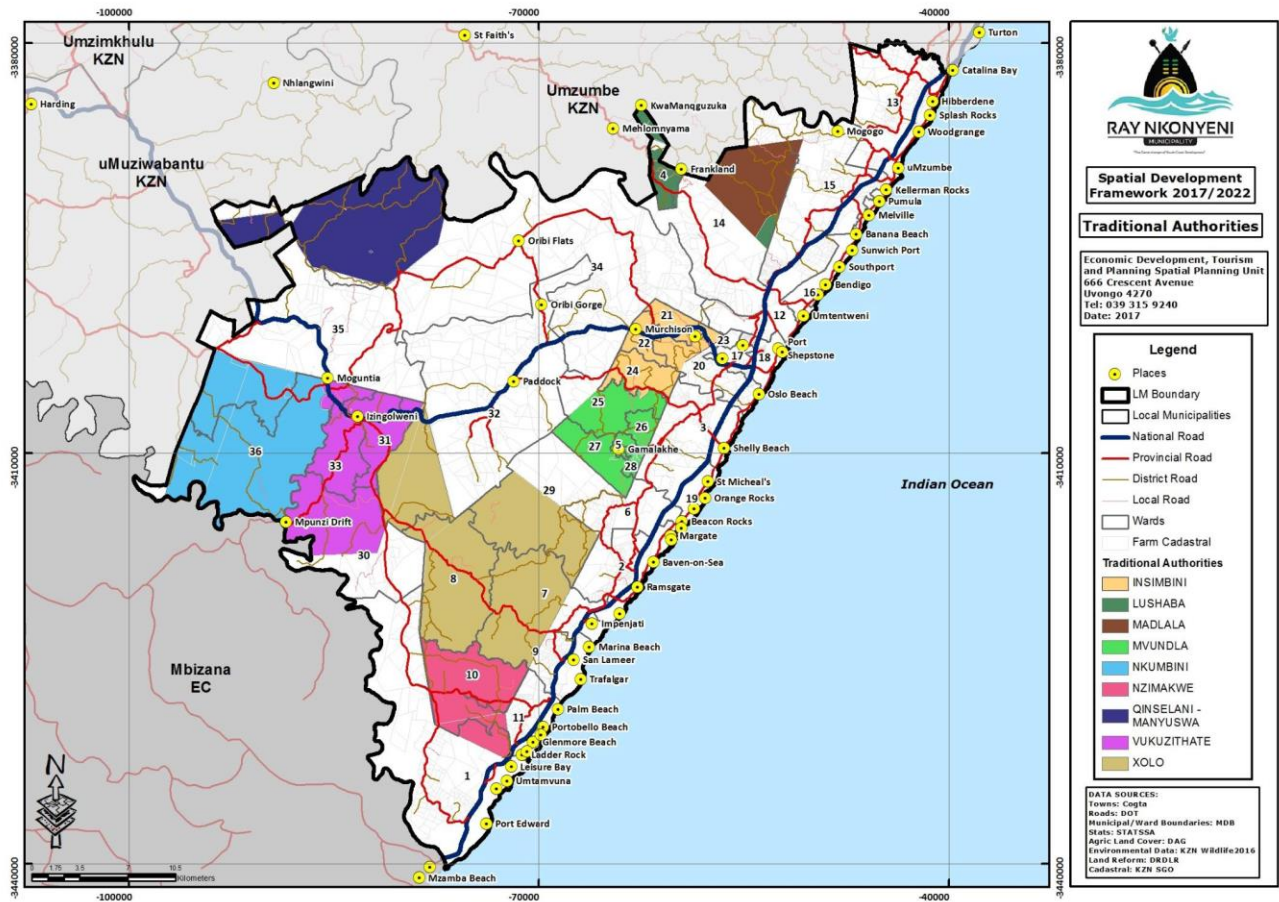
DATE

POSITION

NAME OF BIDDER

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

LOCALITY PLAN



DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings. Drawings issued as part of this volume are listed hereafter.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Drawing No.	Description
--------------------	--------------------

LIST OF DRAWINGS & METHODOLOGY:

1. Annexure A

Reinforced Concrete Pavement Methodology

2. Drawing No.

Description

RNM/18-02/4.1	Typical Detail of A1 Access
RNM/18-02/4.2	Catch Pit
RNM/18-02/4.3	Road and Stormwater Sections
RNM/18-02/4.4	Stormwater Section and Road Signs
RNM/18-02/4.6	Pipe Bedding
RNM/18-02/4.7	Pipe Trenches
RNM/18-02/4.9	Mitre Drain Details
RNM/18/02/4.10	Guard Rail Detail
RNM/18-02/4.11	Guard Rail Erection Detail
RNM/18-02/4.12	Gabion Details
RNM/18/02/4.13	Concrete Section Details