

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM004/2017/18

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

CONTENTS

TENDER NOTICE

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

TENDER NO: SCM004/2017/18

Tswaing Local Municipality hereby invite suitably qualified and experienced Construction Companies for construction of Geysdorp Internal Roads at Geysdorp.

Service Providers are advised to submit company profiles with the following compliance requirements:

- **Founding Statement / Proof of Registration as a Legal Entity;**
- **Valid Tax Clearance Certificates (Original Documents);**
- **Proof of registration with CSD**
- **Company Profile – Experience, References;**
- **Certified ID Copies of Directors;**
- **Proof of residence obtainable from your Local Municipality.**
- **Proof of payment of Municipal services for both the business properties and residential properties of Directors of the company**
- **CIDB grading of 4 CE or higher**
- **BBBEE certificates obtained from accredited agencies by SANAS or registered auditors approved by IRBA (Independent Regulatory Board of Auditors) or in case Exempted Micro Enterprises, the BBBEE certificate may be issued by registered Accountant as well.**

A Compulsory briefing session will be held on **Thursday, 04 May 2017 at 10h00** at Tswaing Local Municipality Offices.

Bids will be evaluated and adjudicated in accordance with Municipal Supply Chain Management policy, Preference points will be awarded in terms of Regulations 5(2) and 6(2) of the Preferential Procurement Regulations 2011 attaining the B-BBEE Status level of contribution in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (90/10)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Tender documents entailing detailed specifications and bill of quantities will be obtainable from **Tuesday, 02 May 2017 at 12h00** from the offices of (Tswaing Local Municipality Offices). Tender document will only be issued upon payment of a non-refundable deposit of **R 1000.00**. Cheques shall be bank guaranteed and made payable to Tswaing Local Municipality.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

All tender documents and supporting documents must be sealed and clearly marked with relevant bid number and tender description should be deposited in the tender box of Tswaing Local Municipality at Delareyville Town before the CLOSING DATE of 19 May 2017 at 12h00.

Please note that the Municipality reserves the right, in its absolute responsibility to cancel a tender or not to award the tender to the lowest tender or any of the tenders, also note that electronic/telegraphic tenders will not be accepted. Queries relating to the issue of this document may be addressed to **The Director Technical Services, Tel No. 053 948 1630**

ACTING MUNICIPAL MANAGER
D.H. MOATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TSWAING LOCAL MUNICIPALITY

PROJECT NO: SCM 004/2017/18

**CONSTRUCTION OF
GEYSDORP INTERNAL ROADS**

TENDER DOCUMENT

APRIL 2017

ISSUED BY: TSWAING LOCAL MUNICIPALITY

P. O. BOX 24

Delareyville

2770

Contact: 053 948 1630

NAME OF TENDERER:

CIDB CRS NUMBER:

CSD MAAA NUMBER:

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of returnable documents
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THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
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Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Additional Relevant Documents

Contractor

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Witness 1

Witness 2

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

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

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

Clause No.	
F.1.1	<p>The Employer is: Tswaing Local Municipality P O Box 24 Delareyville 2770</p>
F.1.2	<p>The tender document's contents are as follows:</p> <p>Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender (WHITE) T1.2 Tender Data (PINK)</p> <p>Part T2: Returnable Documents T2.1 List of Returnable documents (YELLOW) T2.2 Returnable schedules (YELLOW)</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (YELLOW) C1.2 Contract Data (YELLOW) C1.3 Form of Guarantee (YELLOW)</p> <p>Part C2: Pricing Data C2.1 Pricing Instructions (YELLOW) C2.2 Bill of Quantities (YELLOW)</p> <p>Part C3: Scope of Work C3 Scope of Work (BLUE)</p> <p>Part C4: Site Information C4 Site Information (GREEN)</p> <p>Part C5: Additional Relevant Documents (WHITE)</p>

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>		
F.1.4	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">The Employer's Representative is:</td> <td>Mrs G. Moipolai PMU Manager Tel: 053 948 0073</td> </tr> </table> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from the TLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>	The Employer's Representative is:	Mrs G. Moipolai PMU Manager Tel: 053 948 0073
The Employer's Representative is:	Mrs G. Moipolai PMU Manager Tel: 053 948 0073		
F.1.5.1	<p>Reject or Accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>		
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>Only those Tenderers who are registered with the Construction Industry Development Board(CIDB), in a Contractor grading designation equal to 4CE or higher than 4CE class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 4CE class of construction work. 3. that both members of the JV be represented at the compulsory clarification meeting. Only tenderers who registered with CIDB and relevant grading are eligible to submit tenders. 4. Prospective Bidder must comply with Circular 81 of MFMA (Registration and Compliance with the CSD) 		
F.2.2	<p>Compensation of tendering</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>		
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>		

Contractor

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Witness 2

Employer

Witness 1

Witness 2


	accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F.2.13	<p>Submitting a tender offer</p> <p>No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked "PROJECT NO: PROJECT DESCRIPTION" must be placed in Tender Box at Municipal Offices, Tswaing Local Municipality Cnr General Delarey and Government Street, Delareyville.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.</p> <p>All tenders received by the Tswaing Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p>
F.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM C Authority of Signatory."</p>
F.2.15	<p>Closing time</p> <p>Closing date: Friday, 19 May 2017</p> <p>Closing Time: 12h00</p>
F.2.16	<p>Tender offer validity</p> <p>The Tender offer validity period is 90 Days.</p>
F.2.18	<p>Provide other material</p> <p>1. Proposed Key Personnel</p> <p>The tenderer shall indicate</p> <ul style="list-style-type: none"> I. All staff positions/titles proposed for the team and the relationship between them II. Names of key professional people, and III. Parent firm abbreviation and in brackets (for JVs) after each professional person <p>The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment.</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> o Name, Age, parent firm, position in the parent firm and within the organisation of this



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Witness 2



Employer



Witness 1



Witness 2

assignment

- o Educational qualifications
- o Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- o Summary of experience
- o Language proficiency and
- o References (company name, individual name, position held, contact details)

The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment.

Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services.

2. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version),

Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.

Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:

1. Control
2. Management
3. Operations
4. Risk
5. Profit and Loss

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (or consultant specific **ONLY** in the absence of client specific formats) Please fill in the exact required information, failing which your bid will be rendered non responsive.

The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of roads and storm water related projects.

The tenderer is required to submit with his tender: Non Submission of the following documents will result in automatic disqualification:

- (1) a Tax Compliance Status PIN or an original valid Tax Clearance Certificate issued by the South African Revenue Services; and
- (2) a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.

Contractor

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	(3) In case of Joint Venture – the Joint Venture Agreement. (4) Certified copy of valid Certificate of Good Standing with Compensation Commissioner.
F.3.4	Opening of tender submissions Tenders will be opened in public on 19 May 2017 at 12:00. Tswaing Local Municipality (TLM) Cnr General Delarey and Government Street, Delareyville.
F.3.6	Non-disclosure After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the TLM.
F.3.11	<p>Evaluation of tender offers</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2017.</p> <p>If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u></p> <ul style="list-style-type: none"> ▪ Certified or scanned copies of Tax Clearance Certificates. (Only original tax clearance certificates must be attached to the Tender document). ▪ Non submission of company registration certificates. ▪ Non submission of the offer in the prescribed format ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ Failure to fully complete the schedule of quantities as required. ▪ Failure to fully complete form of offer. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory briefing meetings ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form C – “Authority for Signatory” ▪ No authority for signatory submitted. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.



Contractor



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Witness 2



Employer



Witness 1



Witness 2

- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications, registration and experience of key staff to be utilised on this contract

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

6. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tenderer must affix an original valid Tax Clearance Certificate to the designated page of the Tender document.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

If the Tender does **not** meet the requirements contained in the TLM supply chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

7. Penalties

Tswaing Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the Tswaing Local Municipality for a period of 5 years.

8. Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2011 including the following:

Preference points for this bid shall be awarded for:

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Tswaing Local Municipality.

F.3.11.5

The procedure for the evaluation of responsive tenders is **Method 4:** Financial offer, Quality and Preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

	<p>$T_{EV} = N_{FO} + N_P + N_Q$</p> <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) 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. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.</p>
<p>F3.11.9</p>	<p>Scoring quality</p> <p>Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.</p> <p>Calculate the total number of tender evaluation points for quality using the following formula:</p> $N_Q = W_2 \times S_O / M_S$ <p>where: S_O is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data</p>

Contractor

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Witness 1

Witness 2

Functionality Table

CRITERIA		POINTS	
		MAX	
PROJECT TEAM		40	
Contract Manager		20	
	N. Dip: Civil + 10 Years Experience or B-Tech Civil + 5 Years Experience	10	
	B-Tech Civil + 10 Years Experience	20	
Site Agent		10	
	No Qualification: with/plus	0	
	Qualification at least N. Dip Civil Eng.: with/plus	2	
	< 5 Years Experience in Construction Industry	2	
	5 to 10 Years Experience in Construction Industry	6	
	> 10 Years Experience in Construction Industry	8	
Foreman		10	
	2 to 5 Years Experience in Road Construction	3	
	5 to 10 Years Experience in Road Construction	8	
	> 10 Years Experience in Road Construction	10	
FINANCIAL RISK RATING		10	
	Bank Rating D	0	
	Bank Rating C	6	
	Bank Rating B	8	
	Bank Rating A	10	
SIMILAR PROJECTS COMPLETED (ATTACH APPOINTMENT LETTERS)		25	
	Projects < R3m or No Information Provided	15	
	2 Successful Projects R3m ≥ R9m/project	20	
	2 Successful Projects > R9m/project	25	
PROJECT PROGRAM & METHOD STATEMENT		15	
	Relevant Program of works on Gantt Chart	10	
	Relevant Method	15	
COMPANY PLANT AND RESOURCES		10	
	2 TLB'S, 1 EXCAVATOR 3 TIPPER TRUCKS, 1 20000L WATER TANKER 1 VIBRATOR ROLLER 2 LDV'S		
	ALL PLANT AVAILABLE	10	
	1 ITEM NOT PRESENT	7	
	2 ITEMS NOT PRESENT	4	
	3 ITEMS NOT PRESENT	2	
	4 ITEMS NOT PRESENT	0	
GRAND TOTALS (POINTS)		100	

Weighting			
30 points	25 points	10 points	Values ranging
25 - 30 = 5	21 - 25 = 5	9 - 10 = 5	5 – Being Excellent
19 - 24 = 3	16 - 20 = 3	7 - 8 = 3	4 – Being Very good
13 - 18 = 3	11 - 15 = 3	5 - 6 = 3	3 – Being good
7 - 12 = 2	6 - 10 = 2	3 - 4 = 2	2 – Being average
0 - 6 = 1	0 - 5 = 1	0 - 2 = 1	1 – Being poor

Contractor

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Witness 2

Employer

Witness 1

Witness 2

	<p> $P_s = S_o/M_s \times 100$ Where P_s = percentage scored for functionality by the bid S_o = total score of the bid M_s = maximum possible score Minimum score of 70% for functionality should be obtain for the bidder to be further evaluated. </p> <p>The tenderer is to note that the following Additional Relevant Documents will form part of this contract:</p> <ul style="list-style-type: none"> (i) Tswaing Local Municipality Supply Chain Management Policy, (ii) The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following: (iii) TLM health and safety specifications
F.3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

Contractor

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Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18

PROJECT DESCRIPTION: CONSTRUCTION OF GEYSDORP INTERNAL ROADS

<h3>T2.1 LIST OF RETURNABLE DOCUMENTS</h3>
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1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

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Contractor

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Employer

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Witness 2

The Tenderer must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	DECLARATION OF INTEREST
Form D	AUTHORITY OF SIGNATORY
Form E	DECLARATION OF GOOD STANDING REGARDING TAX
Form F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
Form G	MUNICIPAL UTILITY ACCOUNT
Form H	PREFERENCE SCHEDULE
Form I	PROPOSED KEY PERSONNEL
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form M	SCHEDULE OF PROPOSED SUB CONTRACTORS
Form N	PROGRAMME OF WORKS
Form O	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form P	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form Q	TENDERER'S PROJECT STRUCTURE
Form R	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form S	DECLARATION TENDERER'S LITIGATION HISTORY

Returnable Documents that will be incorporated into the contract

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

Contractor

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Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

1. NAME OF ENTERPRISE

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

8. VAT REGISTRATION NUMBER

Contractor

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Witness 2

Employer

Witness 1

Witness 2

9 TAX REFERENCE NUMBER _____
10 CIDB REGISTRATION NUMBER _____
10.1 CIDB GRADING _____

11 HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED

YES		NO	
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IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES		N	
		O	

If Yes, Enclose Proof

.....
Signature

.....
Date

.....
CAPACITY UNDER WHICH BID IS SIGNED

.....
Name of Bidder

ATTACH THE FOLLOWING DOCUMENTS HERETO

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

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

3. **For Joint Venture Agreements**

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

4. **For Partnership**

- Certified Copies of the ID's of the partners

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

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 IS TRUE AND CORRECT.

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

FORM C: DECLARATION OF INTEREST (MBD4)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.10.1 If yes, furnish particulars.....
.....

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

3.11.1 If yes, furnish particulars.....
.....

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

3.12.1 If yes, furnish particulars.....
.....

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

3.13.1 If yes, furnish particulars.....
.....

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

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

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

Full Name	Identity Number	State Employee
-----------	-----------------	----------------

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

.....

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

.....
Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Signature: Name: Designation:
--	--	---

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO THIS PAGE

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: Date:

Signature :

Full name of signatory:

<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

**ATTACH ORIGINAL LETTER FROM BANK TO THIS PAGE
(NOT OLDER THAN THREE MONTHS)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

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

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

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

ATTACH MUNICIPAL UTILITY ACCOUNTS
(not older than three months)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
 PROCUREMENT REGULATIONS 2011**

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

NB: BEFORE COMPLETING THIS FORM, TENDERES MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000.00 (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:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10
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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or offers;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** Error! Bookmark not defined. means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	6	14
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

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

8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? _____ %

2 the name of the sub-contractor? _____

3 the B-BBEE status level of the sub-contractor? _____

4 whether the sub-contractor is an EME?

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm: _____

9.2 VAT registration number _____

9.3 Company registration number _____

9.4 **TYPE OF FIRM** (Tick Applicable Box)

- Partnership/ Joint Venture/ Consortium
- One Person business/ sole propriety
- Close Corporation
- Company
- (Pty) Ltd
- Other : Specify _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	<u>Name</u> of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
2.			
3.			
4.			
5.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- Proof of Educational qualifications
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

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

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for TSWAING LOCAL MUNICIPALITY (TLM) projects or other clients. Reference of clients other than TLM **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no and Fax

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

1. EARTH MOVING EQUIPMENT	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. CONSTRUCTION EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

FORM M: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: PROGRAMME OF WORKS

TENDERER TO ATTACH PROGRAMME OF WORKS
(Please use MS project Format)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P: PROOF OF CERTIFICATE OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Affix Certified Proof of Good Standing with Compensation Commissioner on this page.

FORM Q: TENDERER'S PROJECT STRUCTURE

Contractor

Witness 1

Witness 2

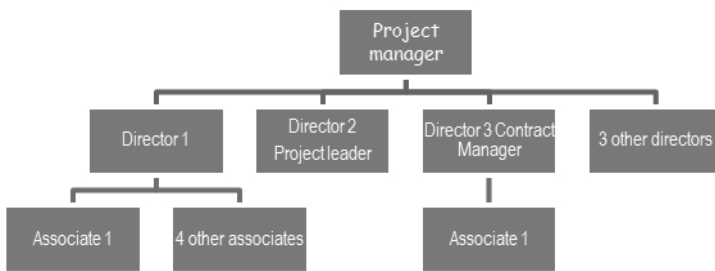
Employer

Witness 1

Witness 2

Notes to tenderer:

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



Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	

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



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM R: CERTIFICATE OF INDEPENDENT BID DETERMINATION
(MBD 9)

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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.

FORM S: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18
CONSTRUCTION OF GEYSDORP INTERNAL ROADS

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____

Contractor *Witness 1* *Witness 2* *Employer* *Witness 1* *Witness 2*



Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
 (Name and address of organisation)

Name & Signature Of Witness _____

 Name Date

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



 (Name and address of Organisation)

Name & Signature

Of Witness

_____ Date _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract Second Edition (2010)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering.

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

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Tswaing Local Municipality
1.2.1.2	The address of the Employer is: P.O. Box 24 DELAREYVILLE 2770 Telephone: 053 948 1630 Facsimile: 053 948 1600
1.1.1.16	The name of the Engineer is Gill & Associates Consulting Engineers
1.2.1.2	The address of the Engineer is:

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



	29 Jansutz Avenue Golfview, MAFIKENG 2745 Telephone : 018 381 2931 Facsimile : 018 381 8591
5.3.1	Health and Safety Plan, Initial Programme, Guarantee, Insurance and other relevant documents (e.g. Acceptance, contractor staff)
5.3.2	Submission of documents within 14 days
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year end break commences on 14 December 2017 and ends on 08 January 2018 .
	The time to deliver the Deed of Guarantee is 14 days.
7	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
7	The liability of the guarantee shall be 10% .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5.3.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 14 days .
8.6	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6	The limit of indemnity for liability insurance is R 5 Million
5.6	The Works shall be completed within 6 Months
5.13	The penalty for failing to complete the works is R 2 000.00 per day.
49.3	The limit of retention money is 10 % of every payment certificate.
53.1	The Defects Liability Period is 12 months.
	The variations to the General Conditions of Contract
4.5.2	Replace the term “Safety” with “Occupational Health and Safety”
49.6.1 to 4.9.6.3	Replace the term “Bank” with “ Bank of Insurance Company”
55.1.8	Replace sub-clause with” The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
42.3.2	<p>The additional clauses to the General Conditions of Contract are:</p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
42	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract Second Edition (2010)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
<p>1.8</p> <p>1.2.2</p>	<p>The Contractor is:</p> <p>Name:</p> <p>The Address of the Contractor is:</p> <p>Address (physical):</p> <p>.....</p> <p>Address (postal):</p> <p>Telephone: Facsimile:</p> <p>E-mail:</p>
<p>37.2.2.3</p>	<p>The percentage allowance to cover overhead charges is</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

Project No: SCM 004/201718

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

WHEREAS

at
(Hereinafter referred to as "the Employer")

entered into, on the Day of2017, at

a Contract with

at
(Hereinafter called "The Contractor")

for the construction of

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

AND WHEREAS
has/have at the request of the Contractor, agreed to give such security;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

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

As witnesses:

1. Signature
2. Duly authorised to sign on behalf of
- Address
-
-

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

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Contractor

Witness 1

Witness 1

Witness 2

Witness 2

Employer

Employer

Witness 1

Witness 1

Witness 2

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

C2.1 PRICING INSTRUCTIONS

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 004/2017/18

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

C2.2 BILL OF QUANTITIES

--	--	--	--	--	--

Contractor

Witness 1


Witness 2


Employer


Witness 1


Witness 2



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
12.01	(a) Moving and reinstalling of existing services	PC Sum	1	50 000.00	
	(b) Handling cost and profit in respect of subitem 12.01(a)	%	50 000		
B12.02	Cost of combined laboratory	Month	6		
1200	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<p><u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></p> <p>B13.01 The Contractor's general obligations:</p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p>(d) Health and safety obligation</p> <p>(e) Provision of a 10 seater mini-bus</p> <p>(F) Handling cost and profit in respect of subitem B13.01(e)</p>	<p>L/sum</p> <p>L/sum</p> <p>month</p> <p>month</p> <p>PC Sum</p> <p>%</p>	<p>1</p> <p>1</p> <p>6</p> <p>6</p> <p></p> <p>40 000</p>	<p></p> <p></p> <p></p> <p></p> <p>40 000.00</p> <p></p>	<p></p> <p></p> <p></p> <p></p> <p>40 000.00</p> <p></p>
1300	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1400	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m ²	36		
	(e) Ablution units	m ²	8		
14.02	Office and laboratory furniture:				
	(a) Chairs	number	4		
	(d) Desks, complete with drawers and locks	number	1		
	(f) Conference tables	number	0		
B14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) 220/250 volt power points	number	2		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	number	1		
	(vi) Wash-hand basins complete with taps and drains	number	1		
	(x) Fire extinguishers, 9,0 kg all purpose dry powder type, complete, mounted on wall with brackets	number	1		
	(xi) Air-conditioning units with 2.2kW minimum capacity, mounted and with own power connection	number	1		
	(xii) Heater, space-heating type, minimum capacity 1.5kW	number	1		
	(xiv) General-purpose steel cupboards with shelves	number	1		
	(xv) Steel filing cabinets with drawers	number	1		
	(xvi) Refrigerators	number	1		
	(xvii) Bookcases	number	1		
	(xix) Plan holder	number	1		
	(xx) Floodlights complete with poles and 500Watt minimum globes	number	4		
1400(1)	CARRIED FORWARD				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				79 540.00
	(b) Prime-cost items and items paid for in a lump sum:				
	(i) Cell phones costs, including pro-rata rentals, for calls in connection with contract administration	PC Sum	1	2 000.00	2 000.00
	(ii) Handling costs and profit in respect of subsubitem 14.03(b)(i) above	%	2 000		
	(v) The provision of a fax apparatus as specified	PC Sum	1	2 000.00	2 000.00
	(vi) Handling costs and profit in respect of subsubitem 14.03(b)(v) above	%	2 000		
	(ix) The provision of a computer, modem and printer as specified	PC Sum	1	12 000.00	12 000.00
	(vi) Handling costs and profit in respect of subsubitem 14.03(b)(ix) above	%	12 000		
	(c) Items measured by area:				
	(viii) Notice boards as specified	m ²	5		
14.04	Car-ports	number	1		
14.07	Rented hotel & other accomodation	PC Sum	1		Rate Only
	(a) Provisional Sum for providing rented housing hotel or other accomodation as described in subclause 14.03 (c)(ii)				
14.08	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	L/sum	1		
	(ii) Running costs	month	6		
14.10	Provision of copying facilities	month	6		
1400(2)	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
15.01	Accommodating traffic and maintaining temporary deviations	km	0.67		
15.02	Earthworks for temporary deviations:				
	(a) Shaping of temporary deviations (6m wide)	km	0.67		
	(b) Cut and borrow to fill	m ³	404		
	(c) Cut to spoil	m ³	40		
15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	258		
	(e) Road signs, R- and TR-series, (900mm dia.)	number	3		
	(f) Road signs, TW-series, (900mm sides)	number	3		
	(h) Delineators (DTG50J)				
	(i) Single (1000 x 250mm)	number	50		
	(ii) Mounted back to back (1000 x 250mm)	number	1		
	(i) Movable barricade/road sign combination	number	2		
	(l) Movable barriers (Drums)	number	10		
	(m) Two-way communication devices	number	2		
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temp. deviations				
	(a) Temporary deviations	m ³	747		
15.06	Watering of temporary deviations	kilolitre	840		
15.07	Blading by road grader of:				
	(a) Temporary deviations	km-pass	13		
	(b) Existing roads used as temporary deviations	km-pass	3		
1500	CARRIED FORWARD				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
B15.14	Amber flashing lights mounted on signs	number	2		
B15.15	Provision of traffic safety equipment for use by the engineer				
	(a) Safety Jackets	number	4		
1500	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	<u>OVERHAUL</u>				
16.01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km, for haul up to or through 1,0 km (restricted overhaul)	m ³	1768		
16.02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m ³ -km	200		Rate Only
1600	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
17.01	Clearing and grubbing	ha	1		
17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 0.2m up to and including 1m	number	5		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²			Rate Only
17.05	Cleaning out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750mm	m ³	100		Rate Only
	(b) Pipes with an internal diameter exceeding 750mm	m ³	50		Rate Only
1700	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	<p><u>REQUIREMENTS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME</u></p> <p>D18.01 Training:</p> <p>(a) Technical skills</p> <p>(b) Generic skills</p> <p>(c) Training Venue</p> <p>(e) Remuneration of workers undergoing technical skills training</p> <p>(f) Contractor's handling costs, profit and all other charges in respect of Subitems B18.01(a), (b) and (c):</p> <p>(i) Technical skills</p> <p>(ii) Generic skills</p> <p>C18.02 Remuneration of the Project Liaison Officer and members of the Project Liaison Committee:</p> <p>(a) Project Liaison Officer</p> <p>(b) Project Liaison Committee</p> <p>(c) Contractor's handling costs, profit and all other charges in respects of Subitems B18.02(a) and (b):</p> <p>(i) Project Liaison Officer</p> <p>(ii) Project Liaison Committee</p>	<p>Prov.Sum</p> <p>Prov.Sum</p> <p>L/sum</p> <p>Prov.Sum</p> <p>%</p> <p>%</p> <p>Month</p> <p>Month</p> <p>%</p> <p>%</p>	<p>1.00</p> <p>1.00</p> <p>1.00</p> <p>1.00</p> <p>20 000.00</p> <p>10 000.00</p> <p>6</p> <p>6</p> <p>27 000.00</p> <p>24 000.00</p>	<p>20 000.00</p> <p>10 000.00</p> <p>50 000.00</p> <p>4 500.00</p> <p>4 000.00</p>	<p>20 000.00</p> <p>10 000.00</p> <p>50 000.00</p> <p>27 000.00</p> <p>24 000.00</p>
1800	TOTAL CARRIED TO SUMMARY				

B1900	DAY WORK				
B19.01	Personnel during normal working hours				
	(a) Unskilled labour	h	250.00		
	(b) Semi-skilled labour	h	100.00		
	(c) Skilled labour	h	20.00		
	(d) Flagmen	h	40.00		
B19.02	Plant				
	(a) Motor grader (112kw)	h	5.00		
	(b) Excavator (92kw)	h	3.00		
	(c) Dozer (123kw)	h	5.00		
	(d) Rubber tyred loader (60kw)	h	5.00		
	(e) Tractor-loader-backhoe (55kw)	h	15.00		
	(f) Pedestrian vibrating roller (0,5 ton)	h	10.00		
	(g) Pedestrian vibrating roller (1,4 ton)	h	12.00		
	(h) Self-propelled vibrating roller (80kw)	h	5.00		
	(i) Pneumatic tyred roller (60kw, 20 ton)	h	5.00		
	(j) 6m ³ tip truck	h	15.00		
	(k) Water spray truck (7000 litre)	h	8.00		
	(l) 250 cmf compressor (7 m ³ /min) complete with 2 tools and operators	h	8.00		
	(m) 600 cmf compressor (17 m ³ /min) complete with 4 tools and operators	h	8.00		
B19.03	Materials				
	(a) Procurement of materials	Prov.Sum	1.00	15 000.00	15 000.00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem 19.03(a)	%	15000.00		
B19.04	Transport				
	(a) LDV	km	400.00		
	(b) Lowbed transport of plant	km	200.00		
1900	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B2100	<u>DRAINS</u>				
B21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface				
	(i) 0m up to 1.5m	m ³	100.00		Rate Only
	(ii) Exceeding 1.5m and up to 3.0m	m ³	50.00		Rate Only
21.02	Clearing and shaping existing open drains	m ³	343.50		
2100	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B2200	<u>PREFABRICATED CULVERTS</u>				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface				
	(i) 0.0m up to 1.5m	m ³	29.00		
	(ii) Exceeding 1.5m and up to 3.0m	m ³	5.00		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	3.00		
22.02	Backfilling:				
	(a) Using the excavated material	m ³	13.00		
	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling containing 5% cement	m ³	13.00		
22.05	Portal and rectangular culverts:				
	(a) Complete with prefabricated floor slabs (size and type indicated)				
	(i) 600mm x 450mm Class 200S	m	31.00		
22.07	Cast in situ concrete and formwork:				
	(c) In inlet- and outlet structures, excluding formwork but including class U2 surface finish:				
	(i) Class 30/19 concrete	m ³	3.00		
	(d) Formwork of concrete under subitem 22.07(c) above for a F2 surface finish	m ²	59.00		
22.10	Steel reinforcement:				
	(b) High-tensile steel bars	t	0.51		
	(c) Welded steel fabric (Ref.395)	kg	100.00		Rate Only
2200	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B2300	<p><u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u></p> <p>23.01 Concrete kerbing:</p> <p>(a) Prefabricated mountable kerb, SABS 927 fig 8, as shown on the Drawings</p> <p>(b) 300 mm x 200 mm cast in situ class 20/19 concrete edge beam, as shown on the Drawings* Class 25/19mm Concrete</p> <p>23.02 Concrete kerbing-channelling combination:</p> <p>(a) Prefabricated battered kerb, SABS 927 fig 7, with 600 mm wide cast in situ class 20/19 concrete channel, as shown on the Drawings Class 25/19mm Concrete</p>				Rate Only
B23.16	<p>Demolition and removal of existing kerbs and/or channel</p>	m ³	100.00		Rate Only
2300	<p>TOTAL CARRIED TO SUMMARY</p>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	<u>BORROW MATERIALS</u>				
31.01	Excess overburden	m ³	504.09		
31.03	Finishing-off borrow areas in:				
	(b) Intermediate material	ha	0.17		
3100	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3200	<u>SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL</u>				
32.04	Removal of oversize pavement material	m ³	13.00		
32.05	Additional normal grid rolling	m ³	50.00		Rate Only
32.06	Stockpiling of material	m ³	1 766.64		
3200	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
33.01	<p><u>MASS EARTHWORKS</u></p> <p>Cut and borrow to fill, including free-haul up to 0,5 km:</p> <p>(a) Material in compacted layer thicknesses of 150 mm and less:</p> <p style="padding-left: 40px;">(i) Compacted to 93% of modified AASHTO density</p>	m ³	1 334		
33.04	<p>Cut to spoil, including free-haul up to 0,5 km. Material obtained from:</p> <p>(a) Soft excavation</p> <p>(b) Intermediate excavation</p> <p>(c) Hard excavation</p>	m ³	1 672		
33.10	<p>Roadbed preparation and the compaction of material:</p> <p>(a) Compaction to 90% of modified AASHTO density</p>	m ³	1 245		
3300	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<p><u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u></p> <p>34.01 Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:</p> <p>(ii) 95% of modified AASHTO density for a compacted layer thickness of 150mm</p>	m ³	1 401		
3400	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>STABILIZATION</u>				
35.01	Chemical stabilisation extra over unstabilised compacted layers:				
	(i) 150mm gravel base	m ³	1401		
35.02	Chemical stabilizing agent:				
	(a) Ordinary portland cement	t	63		
35.04	Provision and application of water for curing	kilolitre	200		
3500	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<u>ROAD SIGNS</u>				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2 m ²	m ²	30.00		
56.03	Road sign supports (overhead road sign structures excluded):				
	(a) Steel tubing (75mm dia @ 2,9 kg/m)	t	0.83		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	5.00		
56.06	Extra over item 56.05 for cement-treated soil backfill, using 5% cement	m ³	5.00		
5600	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	<u>ROAD MARKINGS</u>				
57.01	Road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	0.55		
	(b) Yellow lines (broken or unbroken):				
	(i) 100 mm wide	km	2.29		
	(d) White lettering and symbols	m ²	45.00		
57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	3.44		
57.07	Re-establishing the painting unit at the end of the maintenance period	L. sum	1.00		
5700	TOTAL CARRIED TO SUMMARY				

SCHEDULE A : ROADWORKS

SECTION 5900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single-carriageway road	km	1.15		
59.02	Treatment of old roads and temporary deviations	km	0.67		
5900	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
73.01	<u>CONCRETE BLOCK PAVING FOR ROADS</u>				
	Concrete block paving (Class 25MPa, S-A and 80mm Thick)	m ²	7682.00		
	73.03	Provision of approved herbicide and ant poison:	m ³		
	(a) Provision of Materials	PC Sum	1	20 000.00	20 000.00
	(b) Contractor's charges and profit added o the prime cost sum	%	20000.00		
7300	TOTAL CARRIED TO SUMMARY				

SCHEDULE A : ROADWORKS

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the Engineer:				
	(a) Cost of testing	Prov.Sum	1.00	30 000.00	30 000.00
	(b) Handling costs and profit	%	30 000.00		
8100	TOTAL CARRIED TO SUMMARY				

SUMMARY OF SCHEDULE OF QUANTITIES

SCHEDULE A : ROADWORKS			
1200	GENERAL REQUIREMENTS AND PROVISIONS		
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS		
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL		
1500	ACCOMMODATION OF TRAFFIC		
1600	OVERHAUL		
1700	CLEARING AND GRUBBING		
1800	REQUIREMENTS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME		
1900	DAYWORKS		
2100	DRAINS		
2200	PREFABRICATED CULVERTS		
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS		
3100	BORROW MATERIALS		
3200	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS		
3300	MASS EARTHWORKS		
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL		
3500	STABILIZATION		
5600	ROAD SIGNS		
5700	ROAD MARKINGS		
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS		
7300	CONCRETE BLOCK PAVING FOR ROADS		
8100	TESTING MATERIALS AND WORKMANSHIP		
TOTAL SCHEDULE A : ROADWORKS			
<u>CALCULATION OF TENDER SUM</u>			
TOTAL SCHEDULE A : ROADWORKS			
5 % CONTINGENCIES			
SUBTOTAL			
VALUE-ADDED TAX (VAT) @ 14%			
TENDER SUM CARRIED TO FORM OF TENDER			

SIGNED ON BEHALF OF TENDERER:

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 003/2017/18

CONSTRUCTION OF VRISCHGEWAAGD INTERNAL ROADS

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (RAND)
A1	Section A: Preliminary and General	R
	TOTAL SECTION A:	R
B1	Section B: Roads – Bulk Earthworks and Selected Layers	R
B2	Section B: Roads – Sub Base	R
B3	Section B: Roads – Base Course	R
B4	Section B: Roads – Segmented Paving	R
B5	Section B: Roads – Concrete Kerbing and Edge Beams	R
B6	Section B: Roads – Lines, Letters and Numbers	R
	TOTAL SECTION B:	R
	SUBTOTAL (A+B)	R
	PLUS 10% CONTINGENCIES	R
	SUBTOTAL	R
	PLUS 14% VALUE ADDED TAX	R
	TOTAL CARRIED FORWARD TO FORM OF TENDER	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM004/2017/18

CONSTRUCTION OF GEYSDORP INTERNAL ROADS

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3rd edition) are applicable.

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Client's Objective

Intend to Construct Internal Roads in Geysdorp

C3.1.2 Overview of the Works

Construction of Geysdorp Internal Roads

C3.1.3 Extend of the Works

Roadbed Preparation	:	Rip and re-compact insitu material to 90% Mod AASHTO
Selected Layer	:	150mm G9 compacted to 93% of Mod AASHTO
Subbase	:	150mm C4 compacted to 95% of Mod AASHTO
Base	:	80mm Segmented paving block class 25MPa

All roads will be edged with a 300 x 200mm concrete class 20/19 cast insitu edge beam on the one side and a 600mm concrete 20/19 cast insitu v-drain channel.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2