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**SURFACING OF NTABANKULU INTERNAL STREETS
PHASE 2.**

WORK PACKAGE NO.5

(ASPHALT PAVING)

3 CE PE

CONTRACT NO. NLM/TS/SNIS/OTP/2022/23

| | |
|--------------------------|--|
| NAME OF TENDERER: | |
| TENDER AMOUNT: | |
| CIDB GRADING | |

Prepared by:

MABONA CIVILS AND PLANT HIRE JV GADALANI

P.O. BOX 1178
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TENDER ISSUE AND SUBMISSION

This Tender Document is issued by:

**MABONA CIVILS & PLANT HIRE
P.O. BOX 1178
KOKSTAD
4700**

And prepared by:

**MABONA CIVILS & PLANT HIRE
P.O. BOX 1178
KOKSTAD
4700**

TEL: 0397271462

SUBMISSION OF TENDERS

Tender Document as listed in the Tender Data for tender condition F.2.13.3 and duly completed in accordance with tender condition F.2.13 and returned to the Employer before the closing time for receipt of tenders, shall constitute the submission of a tender offer.

THE TENDER

| | |
|---|---------------|
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T1. TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.1.1 TENDER NOTICE AND INVITATION TO TENDER

Gadalani JV Mabona Civils and Plant hire as the main Contractor hereby invites reputable and experienced Service providers to respond on the projects below:

| <u>Project Name:</u> | <u>Bid no:</u> NLM/TS/SNIS/OTP/2022/23 | <u>Preference</u> <u>Point system</u> | <u>CIDB</u> <u>Grading</u> | <u>Compulsory</u> <u>Clarification Date</u> | <u>CLOSING</u> <u>DATE</u> |
|---|---|--|-------------------------------|---|---|
| SURFACING OF NTABANKULU INTERNAL STREET PHASE 2 | NLM/TS/SNIS/OTP/2022/23 WORK PACKAGE NO: 1 ROAD SIGNS AND ROADMARKINGS | 80/20 | 1 CE or CEPE | 03/11/2023 11H00 at Gadalani JV Mabona Civils Site camp | 01/12/2023 12H00 at Gadalani JV Mabona Civils Site camp |
| SURFACING OF NTABANKULU INTERNAL STREET PHASE 2 | NLM/TS/SNIS/OTP/2022/23 WORK PACKAGE NO: 2 Traffic Accomodation | 80/20 | 1 CE OR CEPE | 03/11/2023 11H00 at Gadalani JV Mabona Civils Site camp | 01/12/2023 2023 12H00 at Gadalani JV Mabona Civils Site camp |
| SURFACING OF NTABANKULU INTERNAL STREET PHASE 2 | NLM/TS/SNIS/OTP/2022/23 WORK PACKAGE NO: 3 Gabions and Stone Pitching | 80/20 | 2 CE OR CEPE | 03/11/2023 11H00 at Gadalani JV Mabona Civils Site camp | 01/12/2023 12H00 at Gadalani JV Mabona Civils Site camp |
| SURFACING OF NTABANKULU INTERNAL STREET PHASE 2 | NLM/TS/SNIS/OTP/2022/23 WORK PACKAGE NO:4 Paving and Side walk | 80/20 | 2 CE OR CEPE | 03/11/2023 11H00 at Gadalani JV Mabona Civils Site camp | 01/12/2023 12H00 at Gadala ni JV Mabon a Civils Site camp |

First Phase of the Evaluation (Compulsory Documents Check)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Gadalani Trading JV Mabona Civils and Plant Hire invites proposals for Sub-Contract with CIDB as stated on table above for Surfacing of Ntabankulu internal street phase 2 Local SMME's for Ntabankulu Local Municipality.

Tender document will be available on-site FROM: **the 6th of November 2023**

At Gadalani JV Mabona Civils and Plant hire site office and Mabona Civils and Plant hire website.

A compulsory site clarification meeting with representatives of will take place at Gadalani JV Mabona Civils site camp **on the 03/11/2023 at 11h00.**

The closing time for the receipt of documents is **01/12/2023.**

Tenders, completed as prescribe, shall be sealed in an envelope clearly marked:

1. SURFACING OF NTABANKULU INTERNAL STREET PHASE 2:
NLM/TS/SNIS/OTP/2022/23WORK PACKAG NO: 1 ROAD SIGNS AND ROADMARKINGS
2. SURFACING OF NTABANKULU INTERNAL STREET PHASE 2:
NLM/TS/SNIS/OTP/2022/23 WORK PACKAG NO: 2 Sidewalks and Paving
3. SURFACING OF NTABANKULU INTERNAL STREET PHASE 2:
NLM/TS/SNIS/OTP/2022/223WORK PACKAG NO: 3 Traffic Accommodation
4. SURFACING OF NTABANKULU INTERNAL STREET PHASE 2:
NLM/TS/SNIS/OTP/2022/223WORK PACKAG NO: 4 Paving, Sidewalk
5. SURFACING OF NTABANKULU INTERNAL STREET PHASE 2:
NLM/TS/SNIS/OTP/2021/22WORK PACKAG NO: 5 Asphalt Paving.

"All documents to be dropped in the box situated in the site office of Gadalana JV Mabona Civils and PlantHire."

N.B Please note that the SMME's benefitted from phase 1 will not be considered in phase 2, to encouraged full community beneficiation.

Invalid or incomplete of the following documents will render the Tenderer disqualified:

- Proof of registration with Central Suppliers Database (CSD)
- Valid BBBEE certificate with SANAS logo and verified by agencies accredited by SANAS / Commissioned SWORN Affidavit
- Valid Tax Clearance Certificate and SARS PIN
- Certificate or Letter of Good standing.
- Proof of Residence.
- MBD Forms

The above documents must be attached on Annexures as listed on pages T.1.1 up to T 1.6

NB: In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. Mabona Civils reserves the right to reject the tender if corrections are not made in accordance with the above. (Usage of correction pen is not permitted)

Validity period is 90 days

FUNCTIONALITY CRITERIA:

Method 4: Financial Offer, Quality and Preferences

| Key aspect of criterion | Second Phase of the Evaluation (Functionality Criteria | |
|---------------------------------|--|--|
| Experience of the Bidder | 1-2 Projects with tracable records will be an added advantage(5 points) | |

| <p>Qualifications and experience of Site Foreman</p> | <p>The Site Foreman must have a minimum qualification of NQF Level Civil Engineering or higher qualification in the above. The certified copy of the qualification and CV detailing years of experience must be attached to score points.</p> <p>Points will be allocated as follows:</p> <table border="1" data-bbox="467 472 1203 607"> <thead> <tr> <th data-bbox="467 472 836 539">Years of experience</th> <th data-bbox="836 472 1203 539">Points to be scored</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 539 836 573">4 or more years</td> <td data-bbox="836 539 1203 573">40</td> </tr> <tr> <td data-bbox="467 573 836 607">2 – 3 years</td> <td data-bbox="836 573 1203 607">20</td> </tr> </tbody> </table> | Years of experience | Points to be scored | 4 or more years | 40 | 2 – 3 years | 20 | |
|---|--|---------------------|---------------------|-----------------|----|-------------|----|--|
| Years of experience | Points to be scored | | | | | | | |
| 4 or more years | 40 | | | | | | | |
| 2 – 3 years | 20 | | | | | | | |

The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial, and Preference as follows:

Functionality/quality: Tender must achieve at least 50% (40/80) in order to qualify for the second stage. **A 80/20 Preference Point System will be used on the following project and Ntabankulu Local Municipal SCM policy.**

Contact Details

All other enquiries shall be directed to:

Attention : Mr A.Mbele
Telephone : (039)727 1462
Fax No : 086 615 1555
Email Address : info@mabonacivils.co.za

Closing date

Mabona Civils and Plant hire does not bind itself to accept the lowest or any bidder.



A.Mbele
CONTRACTS MANAGER

T1.2 Conditions of Tender

T1.2.1 INTRODUCTION

The Conditions of Tender as published by the Construction Industry Development Board (CIDB) in **Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015**, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), **as amended by the employer**, shall apply to this contract.

T1.2.2 CONDITIONS OF TENDER

These Conditions of Tender are obtainable from the aforementioned CIDB website. The amendments (special Conditions of Tender) as prescribed by the employer, are indicated below. Changes to the Conditions of Tender are shown as ***bold italics*** for the convenience of tenderers.

F.1. GENERAL

F.1.1 Actions

F.1.1.1 Amend the first sentence of the first paragraph to read as follows:

“The employer, ***as identified in the Tender Data***, and each tenderer submitting a tender offer shall comply with these conditions of tender.”

F.1.4 Communication and employer’s agent

Insert the following after the first sentence in the first paragraph:

“Verbal information, given by the employer or his agent during site visits, clarification meetings or at any other time prior to the award of the contract, will not be regarded as binding on the employer or as amending the tender documents unless it is subsequently incorporated formally in an Addendum to Tenderers.”

F.2.3 Check documents

Amend the section as follows:

Check the tender documents on receipt for completeness and ***if any pages are found to be missing or duplicated, or if the Pricing Data contain any obvious errors or omissions***, notify the employer ***at once*** of any ***such*** discrepancy or ***omission so that it may be rectified as no liability will be admitted by the employer in respect of errors in any tender due to the foregoing.***

F.2.7 Clarification meeting

Amend the section as follows:

Attend, ***in person or designate a suitably qualified and experienced employee of the tenderer to attend***, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details ***and requirements*** of the meeting are stated in the ***Tender Notice and Invitation to Tender. The Clarification Meeting Attendance Certificate (Schedule 1 of part T2.2) will not be signed as the clarification meeting will be held virtually in order to comply with Covid_19 regulations which prohibit gatherings.***

F.2.8 Seek clarification

Amend the section as follows:

Request clarification ***arising out of any ambiguity in the tender documents, or between the tender documents and existing conditions on site***, by notifying the employer at least five working days before the closing time stated in the ***Tender Data***.

F.2.12 Alternative Tenders

No Alternative:

F.3.2 Issue Addenda

In the second line of the first paragraph, change “...are available until three days before...” to “are available until **five** days before...”

Add the following paragraph:

In the event the Tenderer fails to confirm receipt of Addenda and incorporate the contents thereof into the submitted offer, the Tender will be considered non-responsive. If the Tenderer claims that Addenda was not received, but the employer can prove proof of transmission thereof (via electronic mail, facsimile or registered post) to the contact details as provided by the Tenderer, the submitted offer will be deemed non-responsive.

F.3.6 Non-disclosure

Amend the section as follows:

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the **Letter of Notification of Acceptance of Tender has been approved.**

F.3.8 Test for responsiveness

Add the following paragraph at the end of this section:

Notwithstanding the above, a tender will be considered non-responsive if it fails to comply with the requirements and specifications as listed in the Tender Data.

F.3.9 Arithmetical errors, omissions and discrepancies

Amend this section as follows:

Replace “F.3.9.1 Check the highest ranked...in accordance with F.3.11 for:” with “F.3.9.1 **Check responsive tender offers for:**”

Replace “F3.9.2 The employer...the following manner” with “F3.9.2 **Correct arithmetic errors in the following manner:**”

In item (a) of F3.9.2, replace “...the line item total shall govern, and the rate shall be corrected.” with “...**the unit rate shall govern, and the line item total shall be corrected.**”

In item (c) of F3.9.2, replace “...the total of the prices will govern...and the unit rate shall be corrected.” with “**the total of the prices shall be corrected**”.

F.3.11.2 Method 1: Price and Preference

Amend the section as follows:

- 1) Score tender evaluation points for price **in terms of 3.11.7**
- 2) Score points for BBEE contribution **in terms of 3.11.8**
- 3) Add the points scored for price and BBEE
- 4) **Rank tender offers from the highest number of tender evaluation points to the lowest.**

- 5) ***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.***
- 6) ***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, and recommend the tenderer with the recalculated highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.***

Add the following items:

F.3.13 *Acceptance of tender offer*

F3.13.1 Notify the successful tenderer of the employer's acceptance of his tender offer and arrange for the tenderer to receive a fully completed and signed contract document before the expiry of the validity period stated in the Tender Data or agreed additional period.

F3.14 *Prepare contract documents*

Amend the items as follows:

(c) other revisions, if any, agreed between the employer and the successful tenderer ***as recorded in the Schedule of Deviations.***

T1.3 Tender Data

T1.3.1 TENDER DATA

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

The following specific Tender Data, referring to the conditions of tender (T1.2) are applicable to this tender:

| Clause number | Tender Data |
|---------------|---|
| F.1.1 | The employer is the Mabona Civils & Plant Hire, represented by the Mr. Anele Mbele |
| F.1.2 | <p>The following documents form part of this tender:</p> <p>VOLUME 1: The General Conditions of Contract for Construction Works (3rd Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za</p> <p>VOLUME 3: The Document issued by the Principal contractor.</p> |
| F.1.4 | <p>The employer's agent is:</p> <p style="padding-left: 40px;">Name: MABONA CIVILS & PLANT HIRE, Address: P.O. BOX 1178 KOKSTAD 4700</p> <p style="padding-left: 40px;">Tel: 039 727 1462 E-mail: anelem@mabonacivils.co.za</p> |
| F1.6 | A competitive negotiation procedure will be followed. Two-stage envelope system will not be followed. |
| F.2.1 | <p>Only those tenderers who satisfy all of the following criteria are eligible to submit tenders:</p> <p>(a) Attendance at Clarification Meeting Only those tenderers who attended the Clarification Meeting in accordance with F.2.7 and did not arrive late as determined by the employer's agent, are eligible to submit tenders. Refer to Schedule 1 in Part T2.2: Returnable Schedules. Details of the meeting are stated in the Tender Notice and Invitation to Tender.</p> <p>(b) Central Supplier Database (CSD). Only those tenderers who are registered as a service provider on CSD and have addresses within the Ntabankulu Local Municipality on CSD</p> <p>(c) Construction Industry Development Board (CIDB) Registration Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a CIDB as advertised contractor designation and whose registrations are active at close of tenders when evaluation of tenders commences are eligible to submit tenders. Furthermore, a tender offer shall be non-responsive if the CIDB contractor registration grading is not commensurate with the sum tendered with due consideration being given to CIDB Regulation 25 (1B) or 25 (7A), where the reasonable margin in (7A)(a) is set at 15%:</p> <p>For alpha-numeric associated with the CIDB contractor grading designations, respective maximum contract value and upper limit margins considered reasonable by the employer – refer to table G1 below.</p> |

Table G1: CIDB Contractor Grading Designations and Associated Parameters

| CIDB Contractor Grading Designation | Upper limit value (R) of contract that employer will allow contractor to perform (CIDB Regulation 17) |
|-------------------------------------|---|
| 1 (class of construction works) | 500 000 |
| 2 (class of construction works) | 1 000 000 |
| 3 (class of construction works) | 3 000 000 |
| 4 (class of construction works) | 6 000 000 |
| 5 (class of construction works) | 10 000 000 |
| 6 (class of construction works) | 20 000 000 |
| 7 (class of construction works) | 60 000 000 |
| 8 (class of construction works) | 200 000 000 |
| 9 (class of construction works) | No Limit |

In the event that the sum tendered exceeds the upper limit reasonable margin shown then such tender shall be deemed unreasonable and non-responsive.

| | |
|----------|--|
| F.2.13.3 | <p>Submission of tenders</p> <p>Tender Documents shall be formally submitted in full paper hardcopy as a tender in a ring-bound file as well as Bill of Quantities in one document.</p> <p>The employer shall not accept tenders submitted in electronic format. Tenderers shall complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed in hardcopy of the issued tender document shall be considered.</p> <p style="text-align: center;">Tender Document paper hard copy format</p> <p>Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p> |
| F.2.13.5 | <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: MABONA CIVILS & PLANT HIRE, Site Camp Physical address MABONA CIVILS & PLANT HIRE Site Camp Ntabankulu LM</p> <p style="text-align: center;">IDENTIFICATION DETAILS: REFERENCE NUMBER: CONTRACT NO. NLM/TS/SNIS/OTP/2022/23</p> <p style="text-align: center;">Tenderers must be registered on the Ntabankulu Local Municipality Supplier Database and Central Supplier Database.</p> <p style="text-align: center;">Sealed tenders with the tenderer's name and address and the endorsement "on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p> |
| F.2.13.6 | A two-envelope procedure will not be followed. |
| F.2.15.1 | The closing time for submission of tender offers is as per the Tender Notice and Invitation to Tender. Late tender offers will not be accepted. |
| F.2.16 | The tender offer validity period is (10 calendar days) . |
| F.2.23 | The following certificates shall be included in the tender submission: <p style="text-align: center;">(a) Enterprise Registration</p> |

| | |
|----------|---|
| | <p>Tenderers shall append to Schedule 2: Confirmation of Enterprise Registration in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of their current Western Cape Supplier Database or Central Supplier Database registration and verification.</p> <p>(b) CIDB Contractor Registration Tenderers shall append to Schedule 3: Confirmation of CIDB Contractor Registration in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of a valid certificate of contractor registration issued by the Construction Industry Development Board. In addition to this certificate, tenderers shall also provide a printed copy of the contractor's listing off the CIDB website. (www.cidb.org.za)</p> <p>(c) Tax Clearance Certificate Tenderers shall append to Schedule 6: Tax Clearance Declaration in T2.2: Returnable Schedules, documentary evidence/proof as stated in Schedule 6</p> <p>(d) Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate Tenderers shall append to Schedule 13 : Preference Point Claim Form in C1.6 : Returnable Schedules, documentary evidence/proof in the form of an original valid B-BBEE Status Level verification certificate in terms of the current code as determined by the Minister of the Department of Trade and Industry on Black Economic Empowerment.</p> |
| F.3.4.1 | <p>The time and location for opening of the tender offers is:</p> <p>Time: Tenders will not be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any addendum extending the closing date.</p> <p>Location: MABONA CIVILS & PLANT HIRE site camp, Ntabankulu Town</p> |
| F.3.11 | The procedure for the evaluation of responsive tenders is Method 1 Price and preference |
| F.3.11.7 | The financial offer will be scored using Formula 2 (Option 1) |
| F.3.11.8 | <p>Points for preferences claimed will be in accordance with the Preferential Procurement Regulations, 2017 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000).</p> <p>With reference to the aforementioned Regulations;</p> <p>Pre-qualification criteria for preferential procurement (Clause 4) No pre-qualification criteria for preferential procurement are applicable.</p> <p>Tenders to be evaluated on functionality (Clause 5) No evaluation based on functionality is applicable</p> <p>80/20 preference point system for acquisition of goods or services (Clause 6) This clause will be applicable only if the lowest acceptable tender amount is less than or equal to R50 000 000.00</p> |
| F.3.13.1 | |
| F.3.17 | Provide to the successful tenderer one signed copy of the contract on the day of the commencement of the contract. |

T2. RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.1.1 GENERAL

Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.

These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure countersigned by an authorised signatory.

Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.

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 under contract condition 9.2 to terminate the contract.

T2.1.2 LIST OF RETURNABLE DOCUMENTS

| | |
|---------|--|
| T2.2.1 | SCHEDULE 1: CLARIFICATION MEETING ATTENDANCE CERTIFICATE |
| T2.2.2 | SCHEDULE 2: CONFIRMATION OF ENTERPRISE REGISTRATION |
| T2.2.3 | SCHEDULE 3: CONFIRMATION OF CIDB CONTRACTOR REGISTRATION |
| T2.2.4 | SCHEDULE 4: DECLARATION OF INTERESTS, TENDERER'S PAST SCM PRACTICES AND INDEPENDENT TENDER DETERMINATION |
| T2.2.5 | SCHEDULE 5: AUTHORITY OF SIGNATORY |
| T2.2.6 | SCHEDULE 6: TAX CLEARANCE DECLARATION |
| T2.2.11 | SCHEDULE 11: SCHEDULE OF PROPOSED ORGANISATION |

T2.2 Returnable Schedules

T2.2.1 SCHEDULE 1: CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Refer to tender conditions F.2.1 and F.2.7

NOTE:1. Unless the name, details and signature of the tenderer's representative also appear on the Clarification Meeting attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

(a) Affidavit

| | | |
|--|--|--|
| This is to certify that I, (Tenderers representative) | | |
| representing (tenderer name) | | |
| of (tenderer's address) | | |
| Telephone and fax number | | |
| attended the clarification meeting | | |
| at (clarification meeting location) | | |
| on (date) | | |
| Signature | | |

| | |
|--|--|
| Signed on behalf of employer's agent: | |
| Signature | |
| Name | |
| Date | |

T2.2.2 SCHEDULE 2: CONFIRMATION OF ENTERPRISE REGISTRATION

Refer to tender conditions F.2.1 and F.2.23

I/We hereby confirm that I/we are registered and verified on the Central Supplier Database (CSD).

| Company Name | Registration Number |
|---------------------|----------------------------|
| | |
| | |
| | |

I/We attach a printed copy of the Certificate of Company Registration on the Central Supplier Database and acknowledge that the validity (active status) of this certificate is dependent upon the validity of the tax clearance information attached to Schedule 6.

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

| For the tenderer: | |
|--------------------------|--|
| Signature(s) | |
| Name(s) | |
| Date | |

T2.2.3 SCHEDULE 3: CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

Refer to tender conditions F.2.1 and F.2.23

I/We hereby confirm that I/we are registered and verified on the Construction Industry Development Board (CIDB) Contractor Database:

| Company Name | CIDB Contractor Grading Designation | CRS Registration Number (as applicable) |
|--------------|-------------------------------------|---|
| | | |
| | | |
| | | |

I/We append documentary evidence/proof in the form of an original or copy of a valid Certificate of Contractor Registration issued by the Construction Industry Development Board and a printed copy of the Active Contractor’s Listing off the CIDB website (www.cidb.org.za).

Failure to affix such documentation as proof of CIDB Contractor Registration as prescribed to this Schedule will be used in the determination of responsiveness (refer to tender condition F.3.8.2) in the tender adjudication process and may result in this tender not being further considered for the award of the Contract.

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

| For the tenderer: | |
|-------------------|--|
| Signature(s) | |
| Name(s) | |
| Date | |

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT
The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

| | |
|--|--|
| | <p>I, hereby swear/affirm;</p> <p>(i) that the information disclosed above is true and accurate;</p> <p>(ii) that I understand the content of the document;</p> <p>(iii) the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.</p> <p>(iv) that the entity or its representative are aware of and undertakes not to disclose the terms of any tender, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.</p> <p>..... DULY AUTHORISED REPRESENTATIVE'S SIGNATURE</p> |
| | <p>I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:</p> <p>1.1 Do you know and understand the contents of the declaration? ANSWER:</p> <p>1.2 Do you have any objection to taking the prescribed oath? ANSWER:</p> <p>1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:</p> <p>1.4 Do you want to make an affirmation? ANSWER:</p> <p>2.I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.</p> <p>..... SIGNATURE FULL NAMES</p> <p>Commissioner of Oaths</p> <p>Designation (rank)ex officio: Republic of South Africa</p> <p>Date:Place</p> <p>Business Address:</p> |

| For the tenderer: | |
|---------------------|--|
| Signature(s) | |
| Name(s) | |
| Date | |

T2.2.4 SCHEDULE 5: AUTHORITY OF SIGNATORY

Refer to tender condition F.2.13.4

Assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Tenderers shall submit with their tenders the following information:

Single Company, Close Corporation or Partnership

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

| | |
|--|--|
| By resolution of the board of directors taken on <i>(date)</i> | |
| Mr/Ms/Mrs <i>(print name)</i> | |
| has been duly authorised to sign all documents in connection with this tender / contract on behalf of: <i>(print organisation name)</i> | |
| Signed on behalf of Organisation | |
| In his/her capacity as | |
| on <i>(date)</i> | |

| | |
|--------------------------|--|
| For the tenderer: | |
| Signature(s) | |
| Name(s) | |
| Date | |

T2.2.5 SCHEDULE 6: TAX CLEARANCE DECLARATION

Refer to tender condition F.2.23

The tenderer shall provide the following information:

- Tax Reference Number,
- Security Pin Number, and
- Tax Clearance Certificate Number,

issued by the South African Revenue Service (SARS). Based on this information, the Employer will ensure the Tax Clearance is valid on the tender closing date, as stated in the Tender Notice and Invitation to Tender.

I/We hereby confirm that I/we are registered with SARS and has a valid Tax Clearance Certificate on tender closing date stated in the Tender Notice and Invitation to Tender.

| Company Name | Tax Reference Number | Security Pin Number | Tax Clearance Certificate Number |
|--------------|----------------------|---------------------|----------------------------------|
| | | | |
| | | | |
| | | | |

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

| For the tenderer: | |
|-------------------|--|
| Signature(s) | |
| Name(s) | |
| Date | |

T2.2.9 SCHEDULE 9: SCHEDULE OF WORK EXPERIENCE (NOT APPLICABLE FOR GRADE 1)

The tenderer shall insert in the spaces provided below, or append an appropriate schedule to his tender, a list of the last five completed civil engineering contracts awarded to him and those currently being undertaken. This information is deemed to be material to the award of the contract.

| COMPLETED CONTRACTS | | | | |
|-------------------------------------|--|-----------------------|---------------------------|---------------------------|
| Employer (Name, Tel No.) | Consulting Engineer (Name, Tel. No) | Nature of Work | Value of Work R(M) | Date Completed |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| CURRENT CONTRACTS | | | | |
|-------------------------------------|--|-----------------------|---------------------------|--|
| Employer (Name, Tel No.) | Consulting Engineer (Name, Tel. No) | Nature of Work | Value of Work R(M) | Anticipated Completion Date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

| For the tenderer: | |
|--------------------------|--|
| Signature(s) | |
| Name(s) | |
| Date | |

T2.2.10 SCHEDULE 11: SCHEDULE OF PROPOSED ORGANISATION

The tenderer shall attach to this page his proposed organisational structure and team composition with emphasis on the managerial and key staff member or expert personnel responsible for each discipline and proposed technical and support staff. The roles and responsibilities of each key staff member or expert should be set out as job descriptions.

A CV of the Site Foreman, and other key staff members or expert personnel of not more than 2 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

- (i) Personal particulars (name, date & place of birth, places & dates of tertiary education, etc.)
- (ii) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- (iii) Skills
- (iv) Name of current employer and position in enterprise
- (v) Overview of post graduate / diploma experience (year, organization and position)
- (vi) Outline of recent assignments / experience that has a bearing on the scope of work

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

| | |
|--------------------------|--|
| For the tenderer: | |
| Signature(s) | |
| Name(s) | |
| Date | |

THE CONTRACT

| | | |
|------------|--|---------------|
| C1. | Agreement and Contract Data..... | C2.2—1 |
| | C1.1 Form of Offer and Acceptance – Agreement | C2.2—1 |
| | C1.2 Contract Data | C2.2—3 |
| | C1.5 List of Returnable Documents (Contract Specific)..... | C2.2—1 |
| | C1.6 Returnable Schedules (Contract Specific)..... | C122 |
| C2. | Pricing Data | C123 |
| | C2.1 Pricing Instructions..... | C123 |
| | C2.2 Bill of Quantities | C126 |

A1. AGREEMENT AND CONTRACT DATA

1.1 Form of Offer and Acceptance – Agreement

1.1.1 OFFER

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

**CONTRACT NO. CONTRACT NO. NLM/TS/SNIS/OTP/2022/23
SURFACING OF NTABANKULU INTERNAL STREETS PHASE 2 SMME'S.**

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

By the representative of the tenderer, deemed to be duly 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 ALL INCLUSIVE TOTAL (CARRIED FORWARD FROM THE CALCULATION OF CONTRACT SUM IN PART T2.2) 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.

| | |
|----------------------|--|
| For the tenderer: | |
| Signature(s) | |
| Name(s) | |
| Date | |
| Capacity | |
| Organisation name | |
| Organisation address | |
| Witness: | |
| Signature | |
| Name | |
| Date | |

Acceptance

By signing this C1.1.2 Acceptance part of this Form of Offer and Acceptance - Agreement, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the successful Tenderer the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1: Agreement and contract data, (which includes this agreement)
- Part C2: Pricing data

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 C1.1.3 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 authorized representative(s) of both parties.

Unless, the successful Tenderer 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 and the date on which it was received as recorded on the Confirmation of Receipt part, will be the Commencement Date.

The Employer shall issue a written instruction to commence the execution of the Works, or to resubmit documentation, within 7 days from the actual date of submission of this required documentation.

| | | | |
|-----------------------------|----------------------------------|------------------|--|
| For the employer: | | Witness: | |
| Signature | | Signature | |
| Name | | Name | |
| Date | | Date | |
| Capacity | | | |
| Organisation name | MABONA CIVILS & PLANT HIRE | | |
| Organisation address | P.O. BOX 1178 KOKSTAD 4700 | | |

1.2 Contract Data

1.2.1 GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015 (hereinafter referred to as the General Conditions of Contract),

as prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employers Agent / Engineer.

The Pro-Forma pages referred to as Appendix 1, Appendix 2 and Appendix 3 in General Conditions of Contract, shall not apply to this Contract and shall be replaced with the relevant documentation bound into this Contract Document.

1.2.2 SPECIAL CONDITIONS OF CONTRACT

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The following Special Conditions of Contract as prescribed by the Employer, referring to the General Conditions of Contract are applicable to this Contract:

1.1 Definitions

, Replace Clause 1.1.1.28 with the following:

“1.1.1.28 “Scope of Work” means the document(s) containing the Standard Specifications, the Project Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out.”

, Add the following clause after Clause 1.1.1.34:

“1.1.1.35 “Drawings” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent/Engineer or delivered to the Contractor by the Employer’s Agent/Engineer.”

5.8 Non-working times

, Add the following clauses after clause 5.8.2

“5.8.3 Notwithstanding the above-mentioned timeframes, the Contractor may not call for any tests or inspections outside normal working hours as defined in the contract data, without prior agreement with the Principal Contractor.

5.8.4 Any works performed during non-working times or outside of normal working hours, without consent by the Principal Contractor may be rejected.”

5.13 Penalty for delay

, Replace Clauses 5.13.2, 5.13.2.1 and 5.13.2.2 with the following:

“5.13.2 No reduction in the penalty for delay will be made before the issuing of the Certificate of Practical Completion of the whole of the Works, even if a Certificate of Practical Completion has been issued for part of the Works or the Employer, his agents, employees or other contractors (not employed by the Contractor) have occupied part of the Works.”

6.2 Security

, Delete Clause 6.2.2 in its entirety.

6.10 Payments

, In the second paragraph of Clause 6.10.1.5 after the phrase “*an indemnity*,” insert “*in the form of a suitable bond for materials on site*”.

, Add the following after the second paragraph of Clause 6.10.2:

“ The total valuation of materials brought onto site to be included in interim payments pursuant to Clause 6.10.1.5 shall at all times be limited to the value of the bond for materials on site provided by the Contractor in terms of Clause 6.10.1.5.”

, Add the following to Clause 6.10.4:

“ Notwithstanding the above, the Employer’s Agent/Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.”

9.2 Termination by Employer

, Add the following after Clause 9.2.1.3.8:

“9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract, or;

- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor, unless such act has occurred without the Contractor’s knowledge, or;

1.2.3 CONTRACT SPECIFIC DATA

■ Part 1: Contract Data provided by the Employer

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Scope of Work, as contained in Part C3, in the interpretation of any ambiguity or inconsistency between these documents.

The following contract specific data are applicable to this Contract:

| Clause number | Contract Specific Data |
|---------------|---|
| 1.1.1.13 | <p>Defects Liability Period</p> <p>There will be Defects Liability Period on this contract.</p> |
| 1.1.1.14 | <p>Due Completion Date</p> <p>The time for achieving Practical Completion three-month, inclusive of non-working days, and special non-working days referred to in Clause 5.8.1 below.</p> |
| 1.1.1.15 | <p>Employer</p> <p>The Employer is MABONA CIVILS AND PLANT HIRE , represented by the SITE AGENT: , and/or such other person or persons duly authorised thereto by the Employer in writing and is referred to in this Contract Document by the terms “Employer”, as the context provides.</p> |
| 1.1.1.26 | <p>Pricing Strategy</p> <p>The Pricing Strategy is a Re-measurement Contract as defined in Clause 1.1.1.27</p> |
| 1.2.1.2 | <p>Interpretations</p> <p>Interpretations</p> <p>The address of the Employer is: MABONA CIVILS & PLANT HIRE JV GADANI SITE OFFICE NTABANKULU INTERNAL STREETS PHASE 2</p> <p style="text-align: center;">Cell: 076 855 8213</p> |
| 5.3.1 | <p>Commencement of the Works</p> <p>The Contractor shall, within 14 days after signing the Confirmation of Receipt, submit the following documentation to the Employer’s Agent/Engineer for his approval:</p> <p>(i) Confirmation of valid Tax Clearance (valid on date of Confirmation of Receipt) by providing:</p> <ul style="list-style-type: none"> • Tax Reference Number, • Security Pin Number, and • Tax Clearance Certificate Number |
| 5.4.2 | <p>Access to Site</p> |

| | |
|-----------|--|
| | The access and possession of the Site shall not be exclusive to the Contractor but as set out in Site Information |
| 5.8.1 | <p>Non-working times</p> <p>The non-working days are Sundays. Normal working days are Mondays to Fridays, or as otherwise agreed by the Employer's representative in writing Normal working hours are from 07:30 to 17:30, or as otherwise agreed by the Employer's representative in writing The special non-working days are:</p> <ul style="list-style-type: none"> (i) All gazetted public holidays falling outside the year end break. (ii) A year end break, consisting of no less than ten consecutive normal working days, commencing from 17:00 on the last normal working day before the 16th December and ending no earlier than 07:00 on the first normal working day after the 1st January, |
| 5.13.1 | <p>Penalty for delay</p> <p>The penalty for failing to complete the Works within the specified time limit plus approved extensions of time, is 1.25c/R100 of Contact value per calendar day.</p> |
| 5.14.1 | <p>Requirements for Practical Completion</p> <p>The requirements for achieving Practical Completion shall be as set out in the Scope of Works.</p> |
| 5.16.3 | <p>Latent defects liability</p> <p>Not Applicable</p> |
| 6.2.1 | <p>Delivery of Security</p> <p>Not Applicable.</p> |
| 6.5.1.2.3 | <p>Dayworks</p> <p>The percentage allowance to cover overhead charges is 10%</p> |
| 6.10.1.5 | <p>Payments</p> <p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> |
| 6.10.3 | <p>Retention money</p> <p>Not Applicable.</p> |
| 8.6.1.1.2 | <p>Plant and material insurance</p> <p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is R0.00 (Nil).</p> |
| 10.5 | <p>Adjudication</p> <p>Dispute resolution shall be by means of Ad-hoc Adjudication</p> <p>The number of Ad-hoc Adjudication Board Members to be appointed is 1(one).</p> |

■ Part 2: Contract Data provided by the Contractor

| | | | | | | | | | | | |
|-------------------------|---|-------------------------|--|-----------------------|--|-------------------------|--|------------|--|--------------|--|
| Clause number | Contract Specific Data | | | | | | | | | | |
| 1.1.1.9 | <p>Contractor</p> <p>The name of the Contractor is <input type="text"/></p> | | | | | | | | | | |
| 1.2.1.2 | <p>Interpretations</p> <table border="1"> <tr> <td>Physical address</td> <td></td> </tr> <tr> <td>Postal address</td> <td></td> </tr> <tr> <td>Telephone number</td> <td></td> </tr> <tr> <td>Fax</td> <td></td> </tr> <tr> <td>Email</td> <td></td> </tr> </table> | Physical address | | Postal address | | Telephone number | | Fax | | Email | |
| Physical address | | | | | | | | | | | |
| Postal address | | | | | | | | | | | |
| Telephone number | | | | | | | | | | | |
| Fax | | | | | | | | | | | |
| Email | | | | | | | | | | | |

| | |
|--------------------------|--|
| For the tenderer: | |
| Signature(s) | |
| Name(s) | |
| Date | |

1.3 List of Returnable Documents (Contract Specific)

1.3.1 GENERAL

Failure to fully complete the relevant Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.

These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure countersigned by an authorised signatory.

Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.

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 under contract condition 9.2 to terminate the contract.

Should a tenderer wish to offer a different time period of completion than that required by the Employer, it shall be submitted as an alternative tender.

If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.

1.3.2 LIST OF RETURNABLE DOCUMENTS

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

- | | |
|--------|---|
| C1.6.1 | SCHEDULE 7: ADDENDA ISSUED TO TENDERERS |
| C1.6.2 | SCHEDULE 13: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 |

A2. PRICING DATA

2.1 Pricing Instructions

2.1.1 GENERAL

Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.

2.1.2 UNITS OF MEASUREMENT

■ The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

| Unit | Description | Unit | Description |
|---------|----------------|----------------------|-----------------------|
| % | percent | mm | Millimetre |
| H | hour | m ² | square metre |
| Ha | hectare | m ² -pass | square metre-pass |
| Kg | kilogram | m ³ | cubic metre |
| Kl | kilolitre | m ³ -km | cubic metre-kilometre |
| Km | kilometre | MN | Meganewton |
| km-pass | kilometre-pass | MN.m | meganewton-metre |
| KPa | kilopascal | MPa | Megapascal |
| Kw | kilowatt | No | Number |
| Litre | litre | ton | ton (1000 kg) |
| M | metre | Veh.mth | vehicle-month |
| | | W/day | work day |

2.1.3 DEFINITIONS

For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- **Unit:** The unit of measurement for each item of work as defined in the Standard Specifications.
- **Quantity:** The number of units of work for each item.
- **Rate:** The agreed payment per unit of measurement.
- **Amount:** The product of the quantity and the agreed rate for an item.
- **Lump sum:** An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
- **Provisional sum:** An amount provided for work the scope and/or the necessity of which is undecided and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
- **Prime cost sum:** An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

2.1.4 GENERAL PRICING INSTRUCTIONS

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered for such items.

A price or rate shall be entered against each item in the Bill of Quantities. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works under the contract.

No unauthorized amendment shall be made to the Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Bill of Quantities is not properly completed, the tender will be rejected.

The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.

Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

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

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

THE BILL OF QUANTITY

PACKAGE 4 GRADE 2CE ONLY

1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

| Item No | Description | Unit | Quantity | Rate | Amount | |
|--|---|-------|----------|------|--------|---|
| | | | | | R | c |
| 1300 | CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | | | | | |
| B13.01 | Contractor's general obligations | | | | | |
| | (a) Fixed obligations | Sum | 1 | | | |
| | (c) Time-related obligations | month | 3 | | | |
| | (d) Environmental obligations | month | 3 | | | |
| | (e) Monthly reporting costs | month | 3 | | | |
| B13.02 | Occupational Health and safety | | | | | |
| | (a) Contractor's obligations in respect to the Occupational Health and safety | L/Sum | 1 | | | |
| | protection equipment and | L/Sum | 1 | | | |
| | (c) Submission of Health and | L/Sum | 1 | | | |
| Total Carried Forward To Summary 1300 | | | | | | |

| Item No | Description | Unit | Quantity | Rate | Amount | |
|--|-------------------------------|------|----------|------|--------|---|
| | | | | | R | c |
| 4100 | PRIME COAT | | | | | |
| 41,01 | Prime Coat: | | | | | |
| | LI (a) MC-30 cut-back bitumen | l | 125 | | | |
| Total Carried Forward To Summary 4100 | | | | | | |

