

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THE UPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE III



BLOUBERG MUNICIPALITY

UPGRADING OF AVON INTERNAL STREETS AND STORM WATER

PHASE III

(CONTRACT NO.: BM 02/17/18)

(JULY 2017)

TENDER DOCUMENT

TENDERER: _____

AMOUNT TENDERED: _____

AMOUNT IN WORDS: _____

CIDB REGISTRATION NUMBER: _____

CIDB GRADING: _____

TENDER CLOSURE DATE:.....

Issued by:

The Municipal Manager
Blouberg Municipality
P.O.Box 1593
Senwabarwana, 0790
Tel: (015) 505 7100
Fax: (015) 505 0568/0296

Prepared by:



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EXPANDED PUBLIC WORKS PROGRAMME

BLOUBERG MUNICIPALITY

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THE TENDER

PART T1 : TENDERING PROCEDURES

PART T2 : RETURNABLE DOCUMENTS

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PART T1 : TENDERING PROCEDURES

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FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER-PHASE III

TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB), with a minimum grading of **4CE PE / 5CE or higher**, for the upgrading of **Avon Internal Streets roads and storm water (Phase II)** in the Blouberg Municipality of Capricorn District in Limpopo Province. The employer is the **Blouberg Municipality**.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from Blouberg municipality website <http://www.blouberg.gov.za> as of 25th July 2017 at no fee.

A compulsory clarification meeting with representatives of the employer will take place on Tuesday the 25 **of July 2017** starting at 10h00am. Prospective Tenderers will meet the Engineer and the representatives of the employer at **Municipal Council Chamber** at Blouberg Municipal Offices in Senwabarwana.

The closing time for receipt of Tender is on **Friday the 04 Of August 2017 at 11:00am**. Telegraphic, telephonic, telex, facsimile and late Tenders will not be accepted.

Tenders completed as prescribed, shall be sealed in an envelope marked "**Tender No. BM02/17/18 for AVON INTERNAL STREETS & STORMWATER - PHASE 3**" and submitted **at the reception area of the Blouberg Municipality Offices in Senwabarwana**.

Queries may be addressed to M.H. Rabumbulu (PMU Manager) Tel No.: (015) 505 7100, Fax No.: (015) 505 0296, and M.M. Makobela Tell: (015) 505 7100 (SCM: Manager)

NOTE: The Municipality reserves the right not to accept the lowest or any other Tender. The Tender validity shall be 90 (Ninety) days from the date of Closure.

Machaba M.J

Municipal Manager

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T1.1 TENDER DATA**

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

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

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

Subclause	Data
F.1.1	The employer is the BLOUBERG MUNICIPALITY .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.8 Contract Data</p> <p>Part C2: Pricing data</p>

Subclause	Data
	<p>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p>C2.3 Summary of Bills of Quantities</p> <p>C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p>C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: TFV Ndou</p> <p>Address: 16 A CHURCH STREET, POLOKWANE. 0700</p> <p>Tel: 015 291 3320 Fax: 015 295 2116</p> <p>e-mail: office@t2tech.co.za</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE PE/5CE class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB or can provide proof of having registered; the lead partner has a contractor grading designation in the 4CEPE class of construction work; and <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a</p>

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Subclause	Data
	contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: Location: Blouberg Municipality, Municipal Council Chamber Date: 25th July 2017 Starting at 10H00
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
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: In the Blouberg Municipality Offices in Senwabarana</p> <p>Identification details: Tender Number: BM 02/17/18 "AVON INTERNAL STREETS & STORMWATER –PHASE 3"</p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 4TH AUGUST 2017, 11.00am.
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be

Subclause	Data
	accepted.
F.2.1.5	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.
F.3.4	The time and location for opening of tender offers: 11H00 on 4th August 2017 Location: Blouberg Municipality Offices Senwabaranwa (Municipal council Chambers)
F.3.11	<p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the Blouberg Municipality procurement policy document.</p> <p>The financial offer will be scored using the following:</p> $P_s = W_1 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P_s = Points scored for functionality and price of the bid/proposal</p> <p>W_1 = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R500 000; or</p> <p>P_t = Rand value of tender under consideration</p> <p>P_{\min} = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.

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Subclause	Data
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is Three (3) .
	Labour Content: The minimum Labour content for this project shall be 10% and minimum labour rates to be R144.00 per day
	Eligibility requirements A contract will only be entered into with a tenderer who has in his employment management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff .
	Tender Qualification: Labour Intensive Contracts To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: <ul style="list-style-type: none">(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project e.g. the Gundo Lashu programme), and applying trained supervisory staff on a full-time basis for the execution of the works.(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;(d) The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract.

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

T2.1 A	CERTIFICATE OF AUTHORITY	T.11
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.14
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.15
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.16
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Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

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

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

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NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....

.....
Signature: Sole owner

2.....

.....
Date

E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....(address)

.....

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

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

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

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

Capacity.....

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

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

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

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE**

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

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

Signed..... Date

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

Tenderer.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item 13.01 The contractor's gene.....Municipality obligations:

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

exceed a maximum of 15 % of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

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

ESTABLISHMENT OVER AND ABOVE ITEM 13.01 (see item B13.01)		
ITEM	PORTION OF RATE OR SUM (R)	VALUE (RANDS)
TOTAL VALUE		

SIGNED ON BEHALF OF TENDERER:

Note to Tenderer:

If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item 13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

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T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

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T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

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

K1 General

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

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

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

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs .

K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:

- 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
- 2) R2,5 million in respect of labour-only subcontractors
- 3) R10 million in respect of Manufacturers
- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

K2.3 “Historically Disadvantaged Individuals (HDI)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:30%
ABE support	10%
HDI	50%

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE III

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

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

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

K3 Preferential Procurement Point System Policy

The Blouberg Municipality Procurement Policy is included under section C3.3 Procurement.

K4 Contract Participation Performance (CPP)

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

K5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.1 L EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS****1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.**

	Ownership	Percentage owned	Points claimed
1.1	Equity ownership by persons who had no franchise in the national elections	%
1.2	Equity ownership by women	%
1.3	Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2. DECLARATION WITH REGARD TO EQUITY

- 2.1 Name of firm :
- 2.2 VAT registration number :
- 2.3 Company registration number :

2.4 TYPE OF FIRM

<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One person business / sole trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE III

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

				* HDI Status			% of business enterprise owned
Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

2.9 Consortium / Joint Venture

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member:

Name of HDI member (to be consistent with paragraph 2.8)	Percentage (%) of the contract value managed or executed by the HDI member

2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the **Blouberg Municipality** may, in addition to any other remedy it may have –
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 SIGNATURE(S) of TENDERER(S)

2

DATE:

ADDRESS:

.....

.....

.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP1(E) SCHEDULE OF LABOUR CONTENT**

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

The specified target value is 30%.A minimum value of this 30% target value should be obtained from Local Labour content. ***See Form T2.1 K item K2.4(a).***

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP2(E) EMPLOYMENT OF ABE'S**

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%. *See Form T2.1 K, item K2.4(a)*

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER

.....

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP3(E) HDI EQUITY IN PROJECT**

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representatives at directorship level.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP4(E) HDI SUPERVISORY STAFF**

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 10%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total %

Notes to tenderer:

1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.

*BLOUBERG MUNICIPALITY***CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP6(E) GENERIC TRAINING**

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

*BLOUBERG MUNICIPALITY***CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP7(E) ENTREPRENEURIAL TRAINING**

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

*BLOUBERG MUNICIPALITY***CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****RDP8(E) ENGINEERING SKILLS TRAINING**

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.39
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.40
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.....	T.41

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

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

DATE:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 3CEPE or 4CE

Or

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

Note:

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

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

T2.3 A	ORGANIGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	T.43
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	T.44
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.45
T2.3 D	RATES FOR SPECIAL MATERIALS	T.46

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

T2.3 A ORGANIGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

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

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

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

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4 FINAL)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)	

SIGNED ON BEHALF OF TENDERER:

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER - PHASE III****T2.3 D RATES FOR SPECIAL MATERIALS**

Only bitumen products will be dealt with as a special material in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

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

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....

BLOUBERG MUNICIPALITY

CONTRACT No. BM 07/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER-PHASE III

THE CONTRACT

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

BLOUBERG MUNICIPALITY**CONTRACT No. BM 07/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER-PHASE III****PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	C.7
C1.3	GUARANTEE	C.10
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.12
C1.5	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.14
C1.6	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.16
C1.7	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	C.18
C1.8	CONTRACT DATA	C.20

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER-PHASEIII

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

"UPGRADING OF AVON INTERNAL STREET AND STORMWATER PHASE 3 "

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....

Rand (in words); (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 organization)

Name and
signature of
witness Date

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE III

Acceptance

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one 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 Employer.....

(Name and address or organization)

Name and
signature of
witness

Date:

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness

Date:

BLOUBERG MUNICIPALITY

CONTRACT No. BM 02/17/18

FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER PHASE III

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness

..... Date:

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THE UPGRADE OF AVON INTERNAL STREETS AND STORMWATER-PHASE III****C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

THIS AGREEMENT made at on this the day of in the year..... between THE MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (3Rd Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together

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

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

into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

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C1.3 GUARANTEE

**The Municipal Manager
Blouberg Municipality
P.O.Box 1593
Senwabaranwa**

CONTRACT.....

I/We, the undersigned,

.....

acting herein in my/our capacity as

..... and as such duly authorized to represent

.....(Hereinafter referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the

obligations of.....

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between the Chief Executive Officer of Roads Agency Limpopo and the said Contractor, and/or for the refund by the Contractor of any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention money to the credit of the Contractor in terms of Clauses 7 and 49 of the General Conditions of Contract 2004, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any other amounts which may become payable to the said Chief Executive Officer from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
((..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R
or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 7 of the General Conditions of Contract 2004. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Chief Executive Officer have been paid and you or the said Chief Executive Officer shall always be entitled without your or the Chief Executive Officer's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of the General Conditions of Contract 2004.

SIGNED at on this day of 20.....

AS WITNESSES:

1.

.....
GUARANTOR

ADDRESS:.....

.....

2.

ADDRESS:.....

.....

STAMP DUTY AND ENDORSEMENT

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

(i) GUARANTEE PROVIDED BY BANK

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

(ii) GUARANTEE PROVIDED BY INSURANCE COMPANY

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

ENDORSEMENT

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

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**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT,
(ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made aton this theday
ofin the year..... between
MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by
..... in his capacity asand
delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant
to the provisions of Act No. 7 of 1998 andin his capacity as
..... and being duly authorised by virtue of a resolution
appended hereto as

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title)
and has accepted a tender by the Contractor for the construction, completion and
maintenance of such works and whereas the Employer and the contract have agreed to
certain arrangements and procedures to be followed in order to ensure compliance by the
Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as
amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.
4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 52 of the General

Conditions of Contract (2004).

6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

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

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

BLOUBERG MUNICIPALITY

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C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I, in my capacity as of the Employer, The MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appointin his capacity as of the Contractor to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I hereby accept the above appointment

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

Note to tenderer:

The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.

I,..... having been appointed in terms of Section 4 of

the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint in his capacity as of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I hereby accept the above appointment:

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

BLOUBERG MUNICIPALITY

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**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

C.17

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

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C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... betweenMUNICIPALITY (hereinafter) called "the Employer") of the one part,

herein represented by in his capacity as.....and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as

a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act No. 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 72 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

BLOUBERG MUNICIPALITY**CONTRACT No. BM 02/17/18****FOR THEUPGRADING OF AVON INTERNAL STREETS AND STORMWATER-PHASE III****C1.8 CONTRACT DATA****C1.8.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

Clause	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The “Commencement date” shall be the date the site is handed over to the Contractor.
1.1.14	The employer is the BLOUBERG MUNICIPALITY .
1.1.15	The Engineer is T2TECH CONSULTING ENGINEERS
1.2	The employer’s address for receipt of communication is: Telephone: (015) 505 7100 Facsimile: (015) 505 0568/ 0296 e-mail: blou@bloubergmunicipality.co.za Address: P.O.Box Senwabaranwa,0790
1.1.15	The engineer is T2Tech Consulting Engineers
1.2	The engineer’s address for receipt of communication is: Telephone:015 291 3320 Facsimile: 015 295 2116 e-mail:t2ce@mweb.co.za Address:16 A Church Street ,Polokwane,0700
1.6	The special non working days are public holidays, Saturdays and Sundays.
1.6	The year end break commences on 12 December 2017 and ends on 02 January 2018 .
2.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties;
7.	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.

Clause																			
7.	The amount of the Guarantee is to be 10% of the Contract Price.																		
7.	The Guarantee is to be delivered 14 days after the Letter of Acceptance.																		
10.	The Works are to be commenced within 14 days of the Site Handover Date .																		
12.2	The Works programme is to be delivered within 7 days of the Site Handover date																		
35.	The amount to be included in the sum insured to cover the value of: Tendered amount.																		
35.1.1.2.2	a) Materials supplied by the employer for incorporation into the works is Nil																		
35.1.1.2.3	b) Professional fees not included in the Contract Price is NIL																		
35.1.3	The limit of the liability insurance required is R10%																		
35.1.4	The following additional and varied insurances are required: NIL																		
37.2.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 10%.																		
42.1	The Works shall be completed within 6 months as envisaged by the employer.																		
43.1	The penalty for delay is <u>R. 5000.</u> per working day or part thereof.																		
46.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150 The values of the co-efficients are:</p> $(1-x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table><tr><td>New Road Construction</td><td>Rehabilitation</td><td>Labour Intensive</td></tr><tr><td>x = 0,150</td><td>...</td><td>...</td></tr><tr><td>a = 0,25</td><td>0,26</td><td>...</td></tr><tr><td>b = 0,30</td><td>0,30</td><td>...</td></tr><tr><td>c = 0,37</td><td>0,37</td><td>...</td></tr><tr><td>d = 0,08</td><td>0,07</td><td>...</td></tr></table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p>	New Road Construction	Rehabilitation	Labour Intensive	x = 0,150	a = 0,25	0,26	...	b = 0,30	0,30	...	c = 0,37	0,37	...	d = 0,08	0,07	...
New Road Construction	Rehabilitation	Labour Intensive																	
x = 0,150																	
a = 0,25	0,26	...																	
b = 0,30	0,30	...																	
c = 0,37	0,37	...																	
d = 0,08	0,07	...																	

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Clause	
	<p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Polokwane</p> <p>The base month is July 2017 <i>(the month prior to the month in which the closing date of the tender falls)</i></p>
46.3	<p>The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Specified on Form T2.3 D. The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
49.1.5	<p>The percentage limit on materials not yet built into the Permanent Works is 10%.</p>
49.3	<p>The percentage retention is 10% of the tender sum (excluding CPA and VAT).</p>

Clause	
49.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
49.4	Minimum amount of interim payment certificate is R10 000.00
49.6	A Retention Money Guarantee is permitted.
53.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
58.2/58.3	Disputes are to be referred to mediation
58.4	Disputes are to be referred for final settlement to arbitration or South African Court Law
	Time within which payment to contractor for works done must be made: 30 days after measurement of Works by RE.
	Interest to be paid by Client on delayed payment: Prevailing commercial Bank interest rate.

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Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is
1.2	The contractor's address for receipt of communication is: Telephone: Facsimile: e-mail:..... Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
42.1	The Works shall be completed within 6 months as proposed .
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.

C1.8.2 Variations to the General Conditions of Contract

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

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

“1.1.25 Letter of Acceptance means the letter from the Employer stating that the Contract has been awarded to the Contractor.”

1.1.25 Selected sub contractor shall mean a sub contractor selected in terms of clause 6 of the GCC.

2. ENGINEER AND ENGINEER’S REPRESENTATIVE

2.2 Engineer to consult with contractor and Employer

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

“2.10 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

4. BASIS OF CONTRACT

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

“4.2 Contractor deemed to have inspected the Site

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.

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- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

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

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

4.3 Contractor's liability for his own design errors

In the first line insert "and Temporary" between "Permanent" and "Works".

4.6 Compliance with Applicable Laws

Amend subclause 4.6.2 to "Health and Safety".

Add the following:

"4.6(3) Occupational Health and Safety Act

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

4.6(4) Mining Authorisation

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

4.6(5) Environmental Management Programme

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

Add the following:

"4.7 Extent of Contractor' obligations

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

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

6. SUBCONTRACTING

Add the following subclauses:

"6.7 Continuing obligation extending beyond date of completion of the work

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

6.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

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

11. ACCESS TO THE SITE

11.1.2 Add the following to subclause 11.1.2

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

30. REMOVAL OF CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

"30.2 Preclude seizure of constructional plant

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

30.3 Constructional plant brought to the site by the subcontractor

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

32. CARE OF THE WORKS

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 "Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks."

37.2 Daywork

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

45. PROVISIONAL AND PRIME COST SUMS

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

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

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49 INTERIM PAYMENTS

49.4 Employer's obligation to pay

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

50 VARIATIONS EXCEEDING 15 PER CENT

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)"

Add the following subclause:

"50.1.7 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

55 TERMINATION BY EMPLOYER

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

56. CANCELLATION BY CONTRACTOR

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

- 56.1.1.2 "Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or."

58. SETTLEMENT OF DISPUTES

- 55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

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PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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the quantities given in the bill of quantities are only approximate.

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

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the net measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to

identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent

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kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.
- Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.
- 16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI 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 works, is a breach to the contract. The items marked with the letters 'LI' 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.
- 17 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.

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C2.2 BILL OF QUANTITIES

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C2.3 SUMMARY OF BILL OF QUANTITIES