



DOCUMENT NO. :.....

**NEWCASTLE MUNICIPALITY**  
**TENDER NUMBER: A027 - 2021/22**

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FROM DATE OF  
AWARD FOR PERIOD OF 36 MONTHS**

Company / Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Cellular No.: \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Company Registration no.: \_\_\_\_\_  
CSD Registration number \_\_\_\_\_  
Tax Compliance Status Pin \_\_\_\_\_  
VAT Registration number \_\_\_\_\_

Tender Amount: \_\_\_\_\_

Time for Completion: \_\_\_\_\_

Sealed tenders, endorsed on the envelope:

**TENDER NUMBER: A027 – 2021/22 SECTIONAL PATCHING AND REPAIR WORK AND  
ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED FROM DATE OF  
AWARD OR FOR A PERIOD OF 36 MONTHS**

Must be deposited in the Tender Box provided in Municipal Civic Centre, 37 Murchison Street, Newcastle by not later than 12h00 **on Friday, 12 November 2021** when they will be opened in public.

Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

**Newcastle Municipality, 37 Murchison Street, Private Bag X6621, Newcastle,  
South Africa 2940**

**MBD 1: INVITATION TO BID****PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY</b>					
<b>Bid Number</b>	A027 - 2021/22	<b>Closing Date</b>	12 November 2021	<b>Closing Time</b>	12h00
<b>Description</b>	Sectional Patching and Repair Work and Ancillary Work to Newcastle Municipality as and when required basis from date of award or for a period of 36 months				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL) 37 MURCHISON STREET NEWCASTLE 2940</b>					
<b>SUPPLIER INFORMATION</b>					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are you the Accredited Representative in <b>South Africa for the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)		Are you a Foreign Based Supplier for <b>the Goods /Services /Works Offered?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
<b>Total Number of Items Offered</b>			<b>Total Bid Price:</b>		
<b>Signature of Bidder</b>			<b>Date:</b>		
<b>Capacity under which this bid is signed:</b>					
<b>ENQUIRIES MAY BE DIRECTED TO:</b>					
<b>Bidding Procedure Enquiries</b>			<b>Technical enquiries</b>		
Contact person	Mr S Vilakazi/ Mrs D Marais		Dr T. Kelly or Mr M. Nsele		
Telephone number	034 328 7818 /031 328 7769		034 328 7937 or 034 328 7935		
E-mail address	<a href="mailto:Sabelo.Vilakazi@newcastle.gov.za">Sabelo.Vilakazi@newcastle.gov.za/</a> dalene.marais@newcastle.gov.za		<a href="mailto:Thava.Kelly@newcastle.gov.za">Thava.Kelly@newcastle.gov.za</a> Malibongwe.Nsele@newcastle.gov.za		

**PART B**  
**Terms and Conditions for Bidding**

<b>1. BID SUBMISSION:</b>										
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. <b>All bids must be submitted on the official forms provided–(not to be re-typed) or online</b></p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the <b>website <a href="http://www.sars.gov.za">www.sars.gov.za</a></b>.</p> <p>2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"><tr><td style="width: 70%;">3.1. Is the entity a resident of the Republic of South Africa (RSA)?</td><td style="width: 30%; text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td>3.2. Does the entity have a branch in the RSA?</td><td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td>3.3. Does the entity have a permanent establishment in the RSA?</td><td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td>3.4. Does the entity have any source of income in the RSA?</td><td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr><tr><td>3.5. Is the entity liable in the RSA for any form of taxation?</td><td style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr></table> <p><b>If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p>	3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No									
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No									

**NB: Failure to provide any of the above particulars may render the bid invalid.**  
**No bids will be considered from persons in the service of the state.**

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....

**DATE:** .....

## NEWCASTLE MUNICIPALITY

### RESPONSIVENESS AND EVALUATION CRITERIA

#### 1. RESPONSIVENESS CRITERIA

**The Newcastle Municipality may not consider any tender unless it meets the following responsiveness criteria:**

- The tender must be properly received in a sealed envelope clearly indicating the description of the service and the Tender number for which the Tender is submitted.
- The tender must be deposited in the relevant Tender box as indicated on the notice of the Tender on or before the closing date and time of the Tender.
- A Valid Tax Compliance Status Pin must be submitted with the tender on or before the closing time and date of the tender.
- The bidder is registered on the **Central Supplier Database** facilitated by National Treasury.
- Tender forms must be completed in full and each page of the tender initialled.
- A certified copy of the company registration certificate must be submitted with the tender on or before the closing time and date of the Tender.
- A Joint Venture Agreement, where applicable, which has been properly signed by all parties must be submitted.
- The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
- The tender must comply with the requirements of the tender and technical specifications.
- The contractor must be registered in the relevant contractor category in the Construction Development Board Register of Contractors (CIDB) please refer page 9: tender notice
- The tender must adhere to Pricing Instructions.
- The tenderer must have financial ability and relevant technical skills to execute the contract.
- The tender must comply in full and observe the requirements of the Notice to Tenderers.
- All returnable schedules are to be completed and all relevant certificates attached where indicated.

## 2. EVALUATION OF TENDERS

All tenders received shall be evaluated in terms of the Supply Chain Management Regulations, Newcastle Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (PPPFA), 05 of 2000 and other applicable legislations.

The Council reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and it is not obliged to accept the lowest tender.

The method of evaluation will be based on adherence to minimum requirements for local content on specific sectors if stipulated on the tender notice; thereafter the focus will be on quality assessment (functionality) - with the minimum qualifying score of **70%** in respect of the Functionality Test and finally the comparison of financial offers through applying BBBEE Status Level of Contributor in terms of Preferential Procurement Regulations, 2017 pertaining to PPPFA.

**By submitting this tender, the tenderer authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Tenderer to provide the goods and services required by the Council.**

### PLEASE NOTE

**1. The Municipal Manager may cancel a contract awarded to a person if:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

**2. The Municipal Manager may reject the Tender or quote of any person if that person or any of its directors has:**

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with The Newcastle Municipality or any other organ of State after written notice was given to that Tenderer that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

## NEWCASTLE MUNICIPALITY

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*SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY*

# **THE TENDER**

**PART T1: TENDERING PROCEDURES**

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*SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY*

## **PART T1: TENDERING PROCEDURES**

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

### **NEWCASTLE MUNICIPALITY**

#### **SED: TECHNICAL SERVICE - ROADS AND STORMWATER TENDER NUMBER: A027 – 2021/22**

The Newcastle Municipality hereby invites tenders for the **SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE MUNICIPALITY AS AND WHEN REQUIRED BASIS**, subject to Council's Supply Chain Management Policy.

Tenderers should have a CIDB grading of 3SB or higher. Tenderers should submit BBEE contribution certificate or a valid sworn affidavit for BBEE Exempted Micro Enterprises, CIDB registration, a valid tax compliance PIN, proof of CSD registration and a joint venture agreement where applicable, etc. as per the requirements of this tender.

Bid documents are obtainable from 11 October 2021, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2<sup>nd</sup> Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00. Alternatively the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Banking Details** - Banking Details - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries:** Mr S Vilakazi / Mrs D Marais **Telephone no.:** 034 328 7818/7769

**Technical enquiries:** Dr Thava Kelly

**Telephone no.:** 034 328 7937

Tenders will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. This bid will remain valid for 120 days. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **"Tender no: A027 – 2021/22 Sectional Patching and Repair Work and Ancillary Work to Newcastle Municipality as and when required basis from date of award or for a period of 36 months"** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Friday, 19 November 2021** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

#### **Minimum Local Content Requirements**

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered.

#### **Functionality Evaluation**

Bids will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price and preference based on the following criteria:

Number	Criteria	Max points
1	<b>Tenderer's Experience</b>	50
	<p>Note: Tenderers should attach a Completion Certificates for completed projects to qualify for points for experience in <b>Annexure I-T2 (Page 36)</b> of the Returnable Documents</p> <ul style="list-style-type: none"><li>• Relevant Experience shall be taken as projects entailing Sectional Patching and Repair work and ancillary work or projects in which the above-mentioned projects works forms a significant part of the project.</li><li>• Recent – shall be taken as during the last five years.</li><li>• Similar nature shall be taken as projects entailing Sectional Patching and Repair work and ancillary work</li><li>• Similar size shall mean an applicable project with a value of R 1 000 000.00 or more</li></ul> <p>Pro rata points for less than five projects of similar nature and size (10 points per project)</p>	
2	<b>Relevant Plant and Equipment</b>	35
	<p>Note: Full points will be allocated for plant and equipment owned / Hired by the Tenderer and which will be available for the project should the Tenderer be successful. Points for hired plant will be allocated of an original letter of intent is attached from a Plant Hire Company.</p> <p>Details of owned and hired plant and equipment that are relevant to this project are to be entered in <b>Annexure H- T2 (Page 35)</b> of the Returnable Documents</p> <ul style="list-style-type: none"><li>• Owns Paver</li><li>• Milling machine</li><li>• Smooth drain roller</li><li>• Pneumatic roller<ul style="list-style-type: none"><li>• Trucks</li></ul></li><li>• Walk behind roller</li><li>• Low bed (to move equipment and plant</li></ul> <p><b>(each plant or equipment will allocated be 5 points)</b></p>	
3	<b>Key Personnel: Site Agent (Potential Contractors to attach CV's)</b>	
	<ul style="list-style-type: none"><li>• Level of Qualification: NQF level 7 or higher in Civil Engineering</li></ul>	15
	<ul style="list-style-type: none"><li>• Level of Qualification: NQF level 6 in Civil Engineering</li></ul>	10
	<b>Total Points</b>	<b>100</b>

A minimum qualifying score of **70%** should be achieved in order to qualify for further evaluation in terms of Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr. V. Govender  
Acting Municipal Manager  
Newcastle Municipality  
Municipal Civic Centre  
37 Hardwick Street  
Private Bag X6621  
Newcastle  
2940**

## T1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.3 sets out Additional Conditions of Tender.

### T1.2.1 Standard Conditions of Tender

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

Clause number	Data
<b>C.1.1 ACTIONS</b>	<p><i>Add the following:</i></p> <p>The Employer is <b>NEWCASTLE MUNICIPALITY</b>, represented by <b>SED Technical Services</b></p>
<b>C.1.2 TENDER DOCUMENTS</b>	<p>The bid documents issued by the Employer comprise:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering Procedures</b>  T1.1 Tender Notice And Invitation To Tender  T1.2 Tender Data</p> <p>Part T2: Returnable Documents  T2.1 List Of Returnable Documents  T2.2 Returnable Schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and Contract Data</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Tenderer's Direct Participation of Targeted Labour  C1.4 Tenderer's Direct Participation of Targeted Enterprises  C1.5 Performance Guarantee  C1.6 Adjudication  C1.7 Occupational Health And Safety Agreement</p> <p><b>Part C2: Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b>  C3 Scope of work</p> <p><b>Part C4: Site Information</b>  C4 Site Information</p>
	<i>Add the following:</i>

<p><b>C1.4 COMMUNICATION &amp; EMPLOYERS AGENT</b></p>	<p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p>
<p><b>C.2 TENDERER'S OBLIGATIONS C.2.1 ELIGIBILITY</b></p>	<p><i>Add the following after C.2.1:</i></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p><b>A. Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, <b>only 3SB or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p><b>B. Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 3SB class of construction work;</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</li> </ol> <p><b>Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore no tenderer will be allocated work that is more than the tenderer's current CIDB grading.</b></p>
<p><b>C.2.7 CLARIFICATION MEETING</b></p>	<p><i>Add the following:</i></p> <p>The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p>
<p><b>C.2.12 ALTERNATIVE TENDER OFFERS</b></p>	<p><i>Add the following after C.2.12.2:</i></p> <p>A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. 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</p>

	<p>Employer.</p> <p>B. 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>C. 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, if 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>D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.</p>
<p><b>C.2.13 SUBMITTING A TENDER OFFER</b></p>	<p>A. <i>Add the following at the end of C.2.13.3:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.</p> <p>B. <i>Add the following after the first sentence of C.2.13.5:</i> The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>C. <i>Add the following after the first sentence of C.2.13.5:</i> The employer's address for delivery of tender</p>

	<p>offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box</b> : Newcastle Municipality Offices, 1<sup>st</sup> Floor</p> <p><b>Physical address</b> : 37 Murchison Street, Newcastle</p> <p><b>Identification details</b> : BID NO A027 - 2021/22</p> <p>Sealed tenders with the Tenderer's name and address and the <b>endorsement Tender no: A027 – 2021/22 Sectional Patching and Repair Work and Ancillary Work to Newcastle Municipality as and when required basis from date of award or for a period of 36 months</b>” on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p> <p><i>D. Add the following after C.2.13.6:</i> A two-envelope procedure as described in C.3.5 will not be followed.</p>
<b>C.2.15 CLOSING TIME</b>	<p><i>Add the following:</i></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<b>C.2.16 TENDER OFFER VALIDITY</b>	<p><i>Add the following:</i></p> <p>The tender offer validity period is <b>120</b> days.</p>
<b>C.2.17 CLARIFICATION OF TENDER AFTER SUBMISSION</b>	<p><i>Add the following:</i></p> <p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>
<b>C.2.23 CERTIFICATES</b>	<p><i>Add the following:</i></p> <p>The tenderer is required to submit the following certificates with the tender:</p> <p><b>A. Certificate of Contractor Registration (CIDB)</b> Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2).</p>

	<p><b>B. Tax Compliant Status</b> Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form REGISTRATION SUMMARY REPORT BY CENTRAL SUPPLIER DATABASE FOR THE SOUTH AFRICAN GOVERNMENT. Tax Compliance Status will be verified and is compulsory.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Compliant Status</p> <p><b>C. Bargaining Council Certificates</b> Where applicable, a certificate of compliance issued by the relevant Bargaining Council.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.</p> <p><b>D. Tenders exceeding R10 million</b> Where the tendered amount inclusive of VAT exceeds R10 million:</p> <ul style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ul> <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B3 in Part T2, page 83).</p> <p><b>E. Proof of Registration with Central Supplier Database – through South African National treasury</b></p>
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	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
<b>C.3.4 OPENING OF TENDER SUBMISSIONS</b>	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time : as per tender advert Location : 1<sup>st</sup> Floor, Newcastle Municipality Offices, 37 Murchison Street, Newcastle</p> <p>Tenders will be opened immediately after the closing time for tenders at 12:00.</p>
<b>C.3.5 TWO ENVELOP SYSTEM</b>	<p><i>Add the following:</i></p> <p>A two-envelope procedure will <b>not</b> be followed.</p>
<b>C.3.8 TEST FOR RESPONSIVENESS</b>	<p><i>Add the following after C.3.8.2:</i></p> <p>Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> <li>• the tender is not in compliance with the Scope of Work;</li> <li>• the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.</li> <li>• the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above.</li> <li>• The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.</li> <li>• The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG<sub>2</sub>) of at least the minimum percentage specified (if so specified).</li> </ul>
<b>C.3.11 EVALUATION OF TENDER OFFERS C.3.11.1 GENERAL</b>	<p><i>Add the following:</i></p> <p>The procedure for the evaluation of responsive tenders is <b>Method 2</b> where the total number of adjudication points achieved, <math>T_{EV} = N_{FO} + N_P + N_Q</math>.</p> <p>where:</p> <ul style="list-style-type: none"> <li>• <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</li> <li>• <math>N_P</math> is the number of tender evaluation points awarded for preference.</li> <li>• <math>N_Q</math> is the number of tender evaluation points awarded for quality.</li> </ul>
<b>C.3.11.2 SCORING FINANCIAL OFFERS</b>	<p><i>Add the following new sub Clause:</i></p> <p>The financial offer will be scored using <b>Formula 2 (Option 1)</b></p> <p>The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value</p>



	in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.																														
<b>C.3.11.3 SCORING PREFERENCES</b>	<p><i>Add the following new sub clause:</i></p> <p>Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows:</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:</p> <table><tr><th><b>B-BEEE Status Level Contributor</b></th><th><b>Number of Points for Financial value up to and including R50 000 000.00</b></th><th><b>Number of Points for Financial value above R50 000 000.00</b></th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table>	<b>B-BEEE Status Level Contributor</b>	<b>Number of Points for Financial value up to and including R50 000 000.00</b>	<b>Number of Points for Financial value above R50 000 000.00</b>	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
<b>B-BEEE Status Level Contributor</b>	<b>Number of Points for Financial value up to and including R50 000 000.00</b>	<b>Number of Points for Financial value above R50 000 000.00</b>																													
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3	14	6																													
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5	8	4																													
6	6	3																													
7	4	2																													
8	2	1																													
Non-compliant contributor	0	0																													
<b>C.3.11.4 OBJECTIVE CRITERIA</b>	<p><i>Add the following new sub clause:</i></p> <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks.</p> <p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"><li>• The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;</li><li>• The risk of Irregular expenditure to Newcastle Local Municipality;</li><li>• The risk of poor project and contract management on existing project with Newcastle Local Municipality;</li><li>• The risk of an abnormally low bid; and</li><li>• The risk of a material irregularity.</li></ul>																														
<b>C.3.11.5 SCORING QUALITY</b>	<p><i>Add the following new sub clause:</i></p> <p>Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below:</p>																														

	<p><b>QUALITY SCORING CRITERIA</b></p> <p>Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 “Additional Functionality Documents”.</p> <p>Tenderers are required to meet a minimum Quality Score of 70 points based on the criteria listed below. A score of less than 70 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.</p>
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## DETAILED BREAKDOWN OF QUALITY POINTS

### 1.1 GATEKEEPERS

The Newcastle Municipality will not consider a *Tenderer* without the following gatekeeper submitted with bid document, technical evaluation will not commence, and a bid shall be disqualified:

- (a) Proof of registration as an electrical contractor

### 1.2 FUNCTIONALITY / EVALUATION CRITERIA

The approach to be adopted for the technical evaluation is that criteria have been developed that indicate the elements that are mandatory and non-negotiable. Only contractors that have achieved **70% points** will be further evaluated for a next stage.

Details	Total Max Points	Item Max Points
<b>Criteria 1 : Tenderer's Experience</b>	50	
<p>Note: Tenderers should attach Completion Certificates for completed projects to qualify for points for experience in <b>Annexure I-T2 (Page 36)</b> of the Returnable Documents</p> <ul style="list-style-type: none"> <li>• Relevant Experience shall be taken as projects entailing Sectional Patching and Repair work and ancillary work or projects in which the above mentioned projects works forms a significant part of the project.</li> <li>• Recent – shall be taken as during the last five years.</li> <li>• Similar nature - shall be taken as projects entailing Sectional Patching and Repair work and ancillary work</li> <li>• Similar size – shall mean an applicable project</li> </ul>		

with a value of R 1 000 000.00 or more		
Pro rata points for less than five projects of similar nature and size (10 points per project)		50
<b>Criteria 2: Relevant Plant and Equipment</b>		35
Note: Full points will be allocated for plant and equipment owned/ Hired by the Tenderer and which will be available for the project should the Tenderer be successful. Points for hired plant will be allocated of an original letter of intent is attached from a Plant Hire Company.		
Details of owned and hired plant and equipment that are relevant to this project are to be entered in <b>Annexure H-T2 (Page 35)</b> of the Returnable Documents		
<ul style="list-style-type: none"> <li>• Owns Paver</li> <li>• Milling machine</li> <li>• Smooth drain roller</li> <li>• Pneumatic roller</li> <li>• Trucks</li> <li>• Walk behind roller</li> <li>• Low bed (to move equipment and plant)</li> </ul>	5 5 5 5 5 5 5	
<b>Criteria 3: Key Personnel - Site Agent (Potential Contractors to attach CV's)</b>		15
Level of Qualification: NQF level 7 or higher in Civil Engineering	15	
Level of Qualification: NQF level 6 in Civil Engineering	10	
<b>TOTAL EVALUATION POINTS SCORE FOR QUALITY</b>		100
<b>TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON RESPONSIVE</b>		

<b>C.3.13 ACCEPTANCE OF TENDER OFFER</b>	<p>A. <i>Add the following:</i></p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity;</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer is registered with the CIDB with an appropriate category of registration:</li> </ul>
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### C.3.13 ACCEPTANCE OF TENDER OFFER

A. *Add the following:*

Tender offers will only be accepted if:

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity;
- b) the tenderer is in good standing with SARS according to the Central Supplier Database;
- c) the tenderer is registered with the CIDB with an appropriate category of registration;

- d) the tenderer or any of its directors is not listed on 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;
- e) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- g) the tenderer complies with the requirements pertaining to Local Content and Production.

#### **Notification of Decision and Appeal Period**

If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must:

- set out the reasons for the appeal;

	<ul style="list-style-type: none"> <li>• state in which way the appellant's rights have been affected by the decision;</li> <li>• state the remedy sought, and</li> <li>• be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.</li> </ul> <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is <b>not</b> acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.</p>
<b>C.3.17 PROVIDE COPIES OF THE CONTRACTS</b>	<p><i>Add the following:</i></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>

### Standard Conditions of Tender

- Note: 1** *These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.*
- 2.** *Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.*

## **C.1 GENERAL**

### **C.1.1 Actions**

- C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with

integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

#### **C.1.2 Tender Documents**

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

#### **C.1.3 Interpretation**

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

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

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

a) **conflict of interest** means any situation in which:

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

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the

principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 TENDERER'S OBLIGATIONS**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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



- C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
- C.2.3 Check documents**  
Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- C.2.4 Confidentiality and copyright of documents**  
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- C.2.5 Reference documents**  
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- C.2.6 Acknowledge addenda**  
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- C.2.7 Clarification meeting**  
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- C.2.8 Seek clarification**  
Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
- C.2.9 Insurance**  
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- C.2.10 Pricing the tender offer**
- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- C.2.11 Alterations to documents**  
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
- C.2.12 Alternative tender offers**
- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.
- C.2.13 Submitting a tender offer**
- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**  
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*
- C.2.18 Provide other material**
- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials,

considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 THE EMPLOYER'S UNDERTAKINGS**

**C.3.1 Respond to requests from the tenderer**

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

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

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

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

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

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

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

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

**C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of

prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **C.3.10 Clarification of a tender offer**

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

#### **C.3.11 Evaluation of tender offers**

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

##### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender

offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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



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

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

**C.3.18 Provide written reasons for actions taken**

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

**T1.2.2 VARIATIONS TO THE STANDARD CONDITIONS OF TENDER**

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.



*SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO NEWCASTLE  
MUNICIPALITY*

## **PART T2: RETURNABLE SCHEDULES & DOCUMENTS**

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## **T2.1: LIST OF RETURNABLE SCHEDULES**

### **NEWCASTLE MUNICIPALITY**

The Tenderer must complete the following returnable documents:

#### **1. Returnable Schedules required only for Tender evaluation purposes**

- **Annexure A:** Certificate of Authority
- **Annexure B:** Compulsory Enterprise Questionnaire
- **Annexure C:** Certificate of Attendance at Clarification Meeting
- **Annexure D:** Record of Addenda to Tender Documents
- **Annexure E:** Proposed Amendments and Qualifications
- **Annexure F:** Schedule of Subcontractors
- **Annexure G:** Proposed Joint Venture Agreement
- **Annexure H:** Schedule of Plant and Equipment
- **Annexure I:** Schedule of Previous Similar Works
- **Annexure J:** Certificate for Municipal Services and Payments
- **Annexure K:** Declaration of Interest – MBD 4
- **Annexure L:** Declaration of Tenderer's Past Supply Chain Management Practices – MDB 8
- **Annexure M:** Certificate of Independent Bid Determination – MBD 9

#### **2. Returnable Documents that will be incorporated into the contract for Tender evaluation purposes**

- **Annexure N:** Preferential Point Claim Form (MBD 6.1) in terms of Preferential Procurement Regulation, 2017
- **Annexure O:** Declaration for Local Production & Content for Designated Sectors
- **Annexure P:** Tenderer's Financial Standing
- **Annexure Q:** Certificate of Contractor Registration issued by the Construction Industry Development Board (copy)
- **Annexure R:** Letter of Good Standing with Workmen's Compensation Commissioner
- **Annexure S:** Occupational Health and Safety Act, 85 of 1993
- **Annexure T:** Valid Tax Clearance Certificate Pin issued by the South African Revenue Services.

#### **3. Other documents that will be incorporated into the contract**

- **Annexure U:**

## **T2.2 RETURNABLE SCHEDULE**

### **NEWCASTLE MUNICIPALITY**

#### **ANNEXURE A: CERTIFICATE OF AUTHORITY**

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.

<b>(I) COMPANY</b>	<b>(II) CLOSE CORPORATIO N</b>	<b>(III) PARTNERSHIP</b>	<b>(IV) JOINT VENTURE</b>	<b>(V) SOLE PROPRIETOR</b>

#### **(I) Certificate for Company**

I .....,  
chairperson of the Board of Directors

of.....

Hereby confirm that by resolution of the Board (copy attached) taken on ..... 20.....,

Mr/Ms ....., acting in the capacity of .....,  
was authorized to sign all documents in connection with the tender for Tender no.: A027 –  
2021/22 and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

(II) **Certificate for Close Corporation**

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

.....

Hereby authorize Mr/Ms ..... ,

acting in the capacity of .....,

to sign all documents in connection with the tender for Tender no.: A027 – 2021/22 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(III) Certificate for Partnership**

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

.....

Hereby authorize Mr/Ms ..... ,

Acting in the capacity of .....,

to sign all documents in connection with the tender for Tender no.: A027 – 2021/22 and any contract resulting from it on our behalf.

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.***

**(IV) Certificate for Joint Venture**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms  
 ..... , authorised  
 signatory of the company .....  
 ..... , acting in the capacity of lead partner, to sign all documents in connection with the  
 tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....

**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 Joint Venture as a whole.*

**(V) Certificate for Sole Proprietor**

I, .....,

hereby confirm that I am the sole owner of the Business trading as

.....

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....



**ANNEXURE B: COMPULSORY ENTREPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) Confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise  
name .....

**ANNEXURE C: 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 (*time*) .....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**ANNEXURE D: 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:

No	Date	Title or Details

Attach additional pages if more space is required.

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

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

Tenderer .....

**ANNEXURE E: PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the Tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his Tender and reference such letter in this schedule.

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

Page	Clause or item	Proposal

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

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

Tenderer .....

**ANNEXURE F: SCHEDULE OF PROPOSED SUBCONTRACTORS**

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 names 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.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			

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

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

Tenderer .....

**ANNEXURE G: PROPOSED JOINT VENTURE AGREEMENT**

*The Tenderer shall attach hereto a copy of the proposed Joint Venture Agreement (if applicable) and completed Enterprise Declaration forms for each of the contracting parties (if applicable).*

If not a Joint Venture indicate as such on this page.



**ANNEXURE H: SCHEDULE OF PLANT AND EQUIPMENT**

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 if 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 .....

**ANNEXURE I: SCHEDULE OF THE TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself / ourselves:

<b>Employer, contact person and telephone number.</b>	<b>Description of contract</b>	<b>Value of work inclusive of VAT (Rand)</b>	<b>Date completed</b>

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

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

Tenderer .....

**ANNEXURE J: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS****PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS****MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

**NB:** If insufficient space above, please submit on a separate page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ....

2. ....

**ANNEXURE K - DECLARATION OF INTEREST (MBD 4)**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

1. 3.12 Are any of the company's directors, trustees, managers,  
2. principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## PART T2: RETURNABLE SCHEDULES & DOCUMENTS

### **ANNEXURE L: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audit alteram partem rule was applied).</b>		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		



**PART T2: RETURNABLE SCHEDULES & DOCUMENTS**

4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Tenderer**

**ANNEXURE M: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**PART T2: RETURNABLE SCHEDULES & DOCUMENTS**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_

(Name of Bidder)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)

## PART T2: RETURNABLE SCHEDULES & DOCUMENTS

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**ANNEXURE N**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

**2. GENERAL CONDITIONS**

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

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

2.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20 preference** point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

2.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

- #### 4. POINTS AWARDED FOR PRICE

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

**80/20** or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

**PART T2: RETURNABLE SCHEDULES & DOCUMENTS****5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

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

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

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

**8. SUB-CONTRACTING**

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

(*Tick applicable box*)

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

- 8.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

**PART T2: RETURNABLE SCHEDULES & DOCUMENTS**

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that



## PART T2: RETURNABLE SCHEDULES & DOCUMENTS

the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

### WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**ANNEXURE O: MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017; and
- South African Bureau of Standards (SABS) approved technical specification number SATS1286:2011 (Edition 1)5 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
  - Annexure C - Local Content Declaration: Summary Schedule,
  - Annexure D - Imported Content Declaration: Supporting Schedule to Annex C and
  - Annexure E - Local Content Declaration: Supporting Schedule to Annex C.

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

**PART T2: RETURNABLE SCHEDULES & DOCUMENTS**

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

Steel products		
Item #	Item description – See item specifications and rate	Stipulated minimum threshold

3. Does any portion of the goods or services offered have any imported content?  
(**Tick applicable box**)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO: A027-2021/22, ISSUED BY NEWCASTLE MUNICIPALITY  
NB**

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

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

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

**PART T2: RETURNABLE SCHEDULES & DOCUMENTS**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**WITNESS No. 1** \_\_\_\_\_**DATE:** \_\_\_\_\_**WITNESS No. 2** \_\_\_\_\_**DATE:** \_\_\_\_\_

## Local Content Declaration – Summary Schedule

**NOTE: VAT to be excluded from all**

(C1) Tender No.	A027 – 2021/22		
(C2 )Tender Description	Sectional Patching and Maintenance on Tar Surface Roads		
(C3) Designated product(s)			
(C4) Tender Authority	Newcastle Municipality		
(C5) Tendering Entity's Name			
(C6) Tender Exchange Rate:	Currency		Rate
(C7) Specified local content %	80%		

**Tender no.: A027 – 2021/22**

## PART T2: RETURNABLE SCHEDULES & DOCUMENTS

[illegible]

**(C20) Total tender**

**value**

**(C21) Total Exempt imported**

**(C22) Total Tender value net of exempt imported**

(C23) Total Imported

**(C24) Total local**

**(C25) Average local content % of**

## content

## content

## content

**tender**

Signature of Tenderer from Annexure B

Date

**ANNEXURE P: TENDERER'S FINANCIAL STANDING**

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

***Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".***

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**



**ANNEXURE Q**

**CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION  
INDUSTRY DEVELOPMENT BOARD (ACT 38 OF 2000)**

**Note: Certified Certificate of Registration with the CIDB – Contractor Grading Designation has to be attached on the front of this Page as part of returnable schedules.**

**ANNEXURE R: LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

**ATTACH LETTER OF GOOD STANDING TO THIS PAGE.**

**ANNEXURE S: COMPLIANCE WITH OHSA (ACT 85 OF 1993) AS AMENDED**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? **YES / NO**

---

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

---

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? **YES / NO**

---

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? **YES / NO**

---

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? **YES / NO**

---

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? **YES / NO**  
If yes, please explain his duties and provide a copy of his CV.

---

7. Does the Contractor have trained first aid employees? If yes, indicate, who. **YES / NO**

---

8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy) **YES / NO**

---

Signature of Tenderer: .....

Name of the Tenderer:.....

Date: .....

**ANNEXURE T: TAX COMPLIANT STATUS**

Attach hereto Registration summary report from Central Supplier Database.

Each party to a Consortium/Joint Venture shall submit a separate Registration summary report by Central Supplier Database, or proof that he or she has made the necessary arrangements with SARS.

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**



# **THE CONTRACT**

**PART C1: AGREEMENT AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORKS**

**PART C4: SITE INFORMATION**

**PART C5: PROJECT SPECIFICATION**



## **PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE.....	80
C1.2 CONTRACT DATA.....	88
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C1.4 OCCUPATIONAL HEALTH & SAFETY AGREEMENT ACT.....	97

**C1.1. FORM OF OFFER AND ACCEPTANCE****Offer**

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

**Tender number: A027 - 2021/22 Sectional Patching and Maintenance Works on Municipal Tar Surfaced Roads**

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

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

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

.....

..... RAND (in words);

R ..... (in figures)

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

**SIGNED ON BEHALF OF/BY THE TENDERER:**

<b>NAME</b>		<b>SIGNATURE</b>
<b>CAPACITY</b>		<b>DATE</b>

**Name and address of Organisation:**

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

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**



**Acceptance**

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

The terms of the contract are contained in:

Part 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 Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five 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.

**SIGNED ON BEHALF OF/BY THE EMPLOYER:**

--

**NAME**

--

**SIGNATURE**

--

**CAPACITY**

--

**DATE**

**NEWCASTLE MUNICIPALITY** - address of Organisation

**SIGNED BY WITNESS:**



**NAME**



**SIGNATURE**



**DATE**

**Schedule of Deviations****Notes:**

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

1. Subject .....

Details .....

.....

.....

.....

2. Subject .....

Details .....

.....

.....

.....

3. Subject .....

Details .....

.....

.....

.....

4. Subject .....

Details .....

.....

.....

.....

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 Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

<div></div>	<div></div>
NAME	SIGNATURE
<div></div>	<div></div>
CAPACITY	DATE

SIGNED BY WITNESS:

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

SIGNED ON BEHALF OF/BY NEWCASTLE MUNICIPALITY:

<div></div>	<div></div>
NAME	SIGNATURE
<div></div>	<div></div>
CAPACITY	DATE

SIGNED BY WITNESS:

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the .....(day) of ..... (month) ..... (year)

at ..... (place)

**SIGNED ON BEHALF OF/BY THE CONTRACTOR:****NAME****SIGNATURE****CAPACITY****SIGNED BY WITNESS:****NAME****SIGNATURE**

**C1.2: CONTRACT DATA****NEWCASTLE MUNICIPALITY****PART 1: DATA COMPLETED BY THE EMPLOYER**

<b>GCC</b>	<b>Information</b>
<b>Clause</b>	
1.1.14	<b>The name of the Employer is Newcastle Municipality</b>
1.2.2	<b>37 MURCHISON STREET NEWCASTLE 2940</b>
1.6 and 38	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16 <sup>th</sup> December and the first Monday of the subsequent year.
2.3	<p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> <li>1. Nominating the Engineer's Representative in terms of clause 2.4.</li> <li>2. Delegation of Engineer's authority in terms of clause 2.7.</li> <li>3. Providing consent for subcontracting part of the contract in terms of clause 6.2.</li> <li>4. The issuing of further drawings or instructions in terms of clause 13.1</li> <li>5. The issuing of instructions for dealing with fossils and the like in terms of clause 15.</li> <li>6. Authorizing the Contractor to repair and make good excepted risks in terms of clause 32.2.2.</li> <li>7. Issuing of instructions to carry out work on a day work basis in terms of clause 37.1.4.</li> <li>8. Granting permission to work during non-working times in terms of clause 38.1.</li> <li>9. Suspend the progress of the works in terms of clause 39.1.</li> <li>10. The issuing of an instruction to accelerate progress in terms of clause 40.3.</li> <li>11. The reduction of a penalty for delay in terms of clause 43.2.</li> <li>12. The determination of additional or reduced costs arising from changes in legislation in terms of clause 46.4.</li> <li>13. The giving of a ruling on a contractor's claim in terms of clause 48.5.</li> <li>14. The agreeing of an extension to the 28 period in terms of clause 48.5.1.</li> <li>15. The inclusion of credits in the next payment certificate in terms of clause 48.5.2.</li> <li>16. The agreeing of the adjustment of the sums for general items in terms of clause 50.1.</li> </ol>
7	<p>The time to deliver the Form of Guarantee within 14 days of the Commencement Date.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.3.</p> <p>The liability for the guarantee shall be for 10%</p>
10	The Works are to be commenced within 14 days of the Commencement Date.

- 12.2 The Works programme is to be delivered within 14 days of the Commencement Date.
- 42.1 **The contract will be valid for a period of thirty-six (36) months from the date of appointment.**
- 1.1.13 **The works shall be completed within the stipulated time as instructed by the SED: Technical Services or the delegated official exclusive of year end break.**
- 43.1 The penalty for failing to complete the Works is R 100 per day.
- 46.3 Price Adjustment for variations in the cost of special materials is allowed.
- 49.3 The percentage retention on amounts due to the Contractor is 10% for a period of 3 months.
- 49.3 The limit on retention is 10% of the Contract Price and it will be withheld for a period of 3 (three) months
- 49.6 A Retention Money Guarantee is permitted.
- 53.1 The Defects Liability Period: 6 (six) months
- 58.2 Dispute resolution is to be my means of adjudication
- 58.4 Disputes are to be referred for final settlement to arbitration.



**PART 2: DATA PROVIDED BY THE CONTRACTOR****Clause**

1.8 The name of the Contractor is.....

1.2.2 The address of the contractor is:

Telephone:.. . . . .

Facsimile :. . . . .

Address (physical): . . . . .

. . . . .

. . . . .

Address (postal): . . . . .

. . . . .

. . . . .

46.3 The variation in cost of special materials is:

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

\*State unit in appropriate column

**C1.3 FORM OF GUARANTEE****NEWCASTLE MUNICIPALITY**

Tender no .....

WHEREAS **The Newcastle Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

(Hereinafter called "the Contactor") on the ..... day of .....

. 20. ...., **Sectional Patching and Maintenance Works on Municipal Tar Surfaced Roads**

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

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

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of .....

.....Rand (in words);

.....(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....

..... on this ..... day of ..... 20 .....

.

Signature .....

Duly authorized to sign on behalf of .....

.

Address .....

.....

.....

..

As witnesses:

1 .....

2 .....

**C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT ACT****1993 (ACT NO. 85 OF 1993)****NEWCASTLE MUNICIPALITY**

This AGREEMENT is made at.....on the.....day of  
.....in the year.....between THE NEWCASTLE LOCAL MUNICIPALITY  
(hereinafter called “the Employer”) on the one part, herein represented by  
.....in his capacity as  
.....and delegates 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 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 the Construction Works 2004 (1<sup>st</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter
  - b) referred to as “the GCC 2004”), as contained in the contract documents pertaining to this contract, or
  - c) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2004.
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 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 73 (2) relating to the purpose and meaning of this Agreement.
    - v) Construction Regulations 2003, and other safety regulations, as applicable.

- b) The procedure 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 Engineer.
5. The Principal Contractor warrants that all his and his sub- contractor's employees are covered in terms of the Compensation for Occupational injuries and Diseases Act 1993 which covers 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-contractor's 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 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 Contractors to the Department of Labour as well as to the Employer. The employer will further be provided with copies of all written documents 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 signature hereon in the presence of the subscribing witnesses

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

WITNESSES (Signature(s)): 1.....2.....

NAMES (In capital): 1.....2.....

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

WITNESSES (Signature(s)): 1.....2.....

NAMES (In capital): 1.....2.....



SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY  
WORK TO NEWCASTLE MUNICIPALITY

PART C2: PRICING DATA

C2.2 PRICING INSTRUCTIONS.....95

C2.2 ACTIVITY SCHEDULE OR BILL OF QUANTITIES.....97

**C2.1: PRICING INSTRUCTIONS****NEWCASTLE MUNICIPALITY****PREAMBLE TO THE BILL OF QUANTITIES**

7. All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, publishing under the title “Civil Engineering Quantities”, by the South African Institution of Civil Engineering.
8. The basis and principles of measurements and payment are described in Clause 8 of each of the Standardised Specification for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in Scope of Works, Portion 1: Project Specification. Variations and amendments to the Standardised Specification.
9. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Works, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurements and payments clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
10. The clauses in a specification in which further information regarding the Bill item may be found and listed in the “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS 1200 series of specifications, e.g. G for SANS 1200G.
11. Unless otherwise stated, items are measured net in accordance with the drawing, and no allowance is made for waste.
12. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
13. The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead basis for the assessment of payment for additional work that may have to be carried out.
14. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates of the Bill.

15. Except where a rate only is required, the tendered price for each billed item is to be inserted in the "Amount" column. The total tendered price is to be inserted in the Summary of the Bill of Quantities.
16. Arithmetical errors in the Bill of Quantities will be corrected in accordance with Clause F3.9 of the Conditions of Tender.
17. Those parts of the contract to be constructed using labour- intensive methods have been marked in the Bill of Quantities with the letters LIC in a separate column filled in against every item so designated. The works, or part 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 variation to the contractor. The items marked with the letters LIC are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over- ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for the 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 intensively will not be condoned and any works so constructed will not be certified for payments.

18. The units of measurements described in the Bill of Quantities are metric units. Alternatives used in the Bill of Quantities are as follows:

mm	=millimetre	h	=	hour
m	=metre	kg	=	kilogram
km	=kilometre	t	=	to(1000kg)
m <sup>2</sup>	=square metre	No.	=	number
m <sup>2</sup> pass	=square metre pass	sum	=	lump sum
ha	=hectare	MN	=	meganewton
m <sup>3</sup>	=cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> km	=cubicmetre-kilometre	PCsum	=	Prime Cost sum
l	=litre	Prov sum	=	Provisional sum
kl	=kilolitre	%	=	per cent
MPa	=megapascal	Kw	=	kilowatt

The Tenderer shall price each item in the Bill of Quantities in **BLACK INK**.

#### 19. CONSUMER PRICE INDEX APPLIES AS FOLLOWS:

PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015.

PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)



**C2.2 ACTIVITY SCHEDULE OR BILL OF QUANTITIES****PART ONE**

Schedule of quantities and prices – Sectional Patching and repair work

**NEWCASTLE MUNICIPALITY**

Item	Description	Unit	Quantity	Rates	Amount
1	<b>Day Works</b> Labour (rates shall be inclusive)  Unskilled  Semiskilled	Hour  Hour			Rates only Rates only
2	<b><u>PATCH TYPE 1: SURFACE FAILURE: WEARING COURSE</u></b> <b><u>FAILURE FOR PATCH (40 mm THICK)</u></b> Saw cutting/ Hack up and remove existing premix surface to a depth of approximately 40 mm, scarify and compact to a density of 98 % MOD AASHTO, remove all loose material and dust by means of sweeping and prepare surface to receive tack coat 1 l/m <sup>2</sup> of 60 % Anionic Bitumen emulsion and the void in the patch to be filled in with continuously graded asphalt wearing course a) Patch size 0 to 100m <sup>2</sup> b) Patch size 100m <sup>2</sup> and above	m <sup>2</sup> m <sup>2</sup>			Rates only Rates only
3	<b><u>PATCH TYPE 2: BASE FAILURE (200 mm THICK)</u></b> Hack up and remove existing premix surface including excavation of base course to an overall depth of approximately 200 mm, scarify and compact to a density of 98 %, remove all loose material and dust by means of sweeping and prepare the surface to receive new G2 material obtained from a commercial source stabilized with 2 % cement and compacted in layers not exceeding 100 mm thick to a density of 98% MOD AASHTO 40 mm below the existing road surface to receive new tack coat of 1 l/m <sup>2</sup> of 60 % Anionic Bitumen emulsion and the void in the patch to be filled in with continuously graded asphalt wearing course a) Patch size 0 to 100m <sup>2</sup> b) Patch size 100m <sup>2</sup> and above	m <sup>2</sup> m <sup>2</sup>			Rates only Rates only

Item No.	Description	Unit	Quantity	Rates	Amount
4	<b>CATEGORY 1</b> Saw cutting/ Cut and remove existing asphalt 30 mm or 40 mm Prime coat and overlay 30 mm asphalt Prime coat and overlay 40 mm asphalt	 m <sup>2</sup> m <sup>2</sup>			 Rate only Rate only
5	<b>CATEGORY 2</b> Saw cutting/ Remove asphalt Excavate 200 mm deep into underlying layers Import G2 material and Compact including testing Prime coat Lay 30 mm asphalt Lay 40 mm asphalt	 m <sup>2</sup> m <sup>2</sup>			 Rate only Rate only
6	<b>CATEGORY 3</b> Saw cutting/ Cut and remove existing asphalt Excavate 400 mm deep into underlying layers Import G2 material and Compact including testing Compact in 100 mm layers including testing Prime coat Lay 30 mm asphalt Lay 40 mm asphalt	 m <sup>3</sup> m <sup>3</sup>			 Rate only Rate only
7	<b>CATEGORY 4</b> Recycling of existing material 200 mm in depth with 5 % cement Compact and lay 30 mm asphalt Compact and lay 40 mm asphalt	 m <sup>2</sup> m <sup>2</sup>			 Rate only Rate only

## PART TWO

## BILL OF QUANTITIES

## SCHEDULE OF QUANTITIES AND PRICES –

## SUPPLY AND LAY ASPHALT WORKS

Item No.	Description	Unit	Qty	Rates	Amount
1	<b>SUPPLY AND LAY ASPHALT WORKS</b>				
1.1	Prime coat – MC30 prime at nominal rate of 0,7/m <sup>2</sup>	m <sup>2</sup>	1		Rates only
1.2	Track coat – 60% anionic stable grade emulsion at a nominal rate at 0,5 l/m <sup>2</sup>	m <sup>2</sup>	1		Rates only
2.	Asphalt wearing course - supply, placing and compaction of medium graded asphalt (at a nominal bitumen content of 5.5%				Rates only
2.1	30mm thick	m <sup>2</sup>	1		Rates only
2.2	40mm thick	m <sup>2</sup>	1		Rates only
2.3	Construction of a speed hump (include signage with poles and brackets and painting)	m	1		Rates only
2.4	Supply and delivery of coldmix bags	Kg per bag	1		Rates only
2.5	Supply and delivery of hot premix bags	ton	1		Rates only
2.6	Supply and delivery of MC 30 prime	litre	1		Rate only
2.7	Supply and delivery of stable grade emulsion	litre	1		Rate only

## SCHEDULE OF QUANTITIES AND PRICES –

## MILLING OF ASPHALT AND ANCILLARY WORKS

Description	Unit	Qty	Rates	Amount
<b>MILLING OF ASPHALT AND ANCILLARY WORKS</b>				
Milling of material – include load and haul to stockpile	m <sup>2</sup>	1		Rates only
From 0mm up to 30mm	m <sup>3</sup>	1		Rates only
From 0mm up to 40 mm	m <sup>3</sup>	1		Rates only
Maximum depth of 150mm	m <sup>3</sup>	1		Rates only
Supply and construct 150mm thick base layer with G2 graded crushed rock from commercial source compacted to 85% of ARD	m <sup>3</sup>	1		Rates only

**PART C2****PRICING DATA**

Supply and construct G5 gravel sub-base from borrow pit compacted to 95% MOD AASHTO (150mm thick layer)	m <sup>3</sup>	1		Rates only
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**PART THREE****LIFTING OF HEAVY DUTY MANHOLES LEVEL TO TARMAC AS AND WHEN REQUIRED**

Schedule of quantities and prices

All prices to include V.A.T.

Item	Description	Unit	Quantity	Rate	Amount
1.0	The contractor to price for Lifting one heavy duty manhole level to tarmac, including all labour, material, machinery & equipment	No	one		Rate only

The above tender price includes:

- Supply of sand and quick drying cement for brush and concrete work
- Road signs and traffic control
- Administration
- Transport
- Cleaning of site after completion

**SUMMARY PRICING SCHEDULE**

(Totality of Rates based on Different Road Works)

Phase Type	Sub - Phase	Rate (VAT Excl.)	VAT @ 15%	Rate (VAT Incl.)
<b>Part One</b>	<b>Day Works</b>			
	<b>Patch Type 1</b>			
	<b>Patch Type 2</b>			
	<b>Category 1: Tar road saw - cutting</b>			
	<b>Category 2: Tar road saw - cutting</b>			
	<b>Category 3: Tar road saw - cutting</b>			
	<b>Category 4: Tar road saw - cutting</b>			
<b>Part Two</b>	<b>Supply and Lay of Asphalt Works</b>			
	<b>Milling of Asphalt and Ancillary Works</b>			
<b>Part Three</b>	<b>Lifting of Heavy – duty Manholes to Tarmac Level</b>			

**PRICE ADJUSTMENTS**

<b>Price Increase in percentage</b>	<b>1<sup>st</sup> 12 months</b>	<b>FIXED</b>
	<b>12-24 months</b>	
	<b>24-36 months</b>	



*SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY*

## **PART C3: SCOPE OF WORKS**

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**C3 SCOPE OF WORKS**

FOR

SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK

NEWCASTLE MUNICIPALITY



**SED: TECHNICAL SERVICES**

**CIVIL SERVICES**

**TENDER NUMBER A027 – 2021/22**

## SCOPE OF WORKS

### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK

Tender no.: A027 – 2021/22

#### SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK

1. **SCOPE OF CONTRACT**

The contract consists of removing of the existing heavy duty manholes on Municipal roads and carrying out brickwork/concrete work in order for the manhole to be level with the tarmac, after resurfacing of the roads.

2. **METHOD**

Break out heavy duty manholes and remove completely. Work out exactly how much the manhole has to be lifted. Using quick drying cement to build the required height in order for the manhole cover to be level with the tarmac. The mortar used must be 2 sand and 1 cement (2 to 1).

3. **SITE**

Various roads

**Important notes:**

The Contractor is advised that the heights of manholes are not the same. No subsequent claims for extras shall be accepted regarding conditions, accessibility, levels and general conditions under which the works are to be carried out.

4. **NOTES TO CONTRACTOR**

The Contractor shall execute his/her work under this contract under the supervision of the Strategic Executive Director: Technical Services (Civil) or his representative in accordance with his instructions. The Strategic Executive Director: Technical Services (Civil) or his representative shall be entitled, at any reasonable time, to issue instructions concerning the contract.

5. **DEVIATION/SPECIFICATIONS**

All materials and workmanship shall be in accordance with the specifications.

6. **FOREMAN**

The Contractor shall at all times have available on the site, a foreman who shall be entitled to act on his/her behalf and accept instructions from the Strategic Executive Director: Technical Services (Civil) or his representative.

7. **RETENTION FUNDS**

Retention funds of 10% of the total Bid price will be withheld for a period of three (3) months retention period, should no defects, material failure or workmanship failure occur during that period. Should any defect occur during the three (3) month period, the Contractor shall be liable for rectifying the defects within a period of time at his own sole cost and without any compensation from Council. Failing to do so, Council shall appoint a private contractor to repair the work and pay that contractor the sum from the retention funds.



**8. CONTRACT DOCUMENTS**

The Contractor shall, when called upon to do so, sign all the documents forming the basis of this contract in duplicate.

**9. PLANT, EQUIPMENT, EXCESS MATERIAL AND TRAFFIC CONTROL**

The Contractor shall:

- a) Provide and maintain all plant, tools, labour and tackle for the proper performance of the works, complying with the safety standards under Section 44 of the Act.
- b) Remove all surplus material not in use from the site as soon as each manhole is complete before moving to the next manhole, and leave the site clean and free from any sand and loose stones.
- c) Make sure proper road signs are used while in progress in order to control the traffic.

**10. WATER FOR WORKS**

The Contractor shall provide all water for the works.

**11. INSURANCE – DAMAGE AND LOSSES TO PUBLIC AND TO PROPERTY**

The Contractor shall make provision at his own sole cost to be adequately insured for the duration of the said contract period.

The Contractor shall be liable for the payment of any claim by any person, which may be due or arise from, the execution of the said works, or from the conditions of the works or the premises, whether such claim may be in respect of damage or losses to property, personal injury or the death of any person whomsoever. The Contractor hereby indemnifies the employer against any claim of any such nature, together with all costs, which the employer may incur in defending or resisting such claim.

The Contractor furthermore indemnifies the employer against any claim arising from the negligence or default of himself or any subcontractor or person under his control.

**12. CONTRACT PRICE**

The price shall be a FIXED PRICE including V. A. T. for 12 months.

**13. RESPONSIBILITY FOR HEALTH AND SAFETY OF CONTRACTOR'S EMPLOYEES**

I/We agree as follows:

In terms of the Occupational Health and Safety Act (Act 85 of 1993) and in terms of Section 37(2) 'Acts of Omissions by Employees or Mandatories' of this Act, I/We shall be responsible for the health and safety of my/our employees in compliance with the above Act.

**14. PRICE FOR EACH MANHOLE**

The Contractor shall supply a unit price for one manhole including all costs and V. A. T. for a period of 24 months.

NEWCASTLE MUNICIPALITY



SED: TECHNICAL SERVICES

CIVIL SERVICES

SCOPE OF WORKS

FOR

SECTIONAL PATCHING AND REPAIR WORK

**TENDER NUMBER A027 – 2021/22**

## SCOPE OF WORKS

### SECTIONAL PATCHING AND REPAIR WORK

#### SPECIFICATIONS - SECTIONAL PATCHING AND REPAIR WORK

##### 1.1 SCOPE OF CONTRACT

The contract is for sectional patching and repair work on roads within the boundary of Newcastle, including Madadeni and Osizweni

##### 1.1.1 Surface failure: Wearing course

Strip up and remove existing premix surface to a depth of approximately 30 mm to 40 mm, scarify and compact to a density of 98 % MOD AASHTO, remove all loose material and dust by means of sweeping and prepare surface to receive tack coat 1 l/m<sup>2</sup> of 60 % Anionic Bitumen emulsion and the void in the patch to be filled in with continuously graded asphalt wearing course to 5 mm above the existing road surface.

##### 1.1.2 Base failure: 200 mm thick

Strip up and remove existing premix surface including excavation of base course to an overall depth of approximately 200 mm, scarify and compact to a density of 98 %, remove all loose material and dust by means of sweeping and prepare the surface to receive new G2 material obtained from a commercial source stabilized with 2 % cement and compacted in layers not exceeding 100 mm thick to a density of 98% MOD AASHTO 40 mm below the existing road surface to receive new tack coat of 1 l/m<sup>2</sup> of 60 % Anionic Bitumen emulsion and the void in the patch to be filled in with continuously graded asphalt wearing course to 5 mm above the existing road surface.

##### 1.1.3 Pavement failure: Wearing, base failure and further below the sub-grade of the road (500mm thick)

Hack up and remove existing premix surface including excavation of base course and sub-grade to an overall depth of approximately 500 mm, scarify and compact to a density of 98 % MOD AASHTO, remove all loose material and dust by means of sweeping and prepare the surface to receive new G2 material obtained from a commercial source stabilized with 2 % cement and compacted in layers not exceeding 100 mm thick to a density of 98 % MOD AASHTO 40 mm below the existing road surface to receive new tack coat of 1 l/m<sup>2</sup> of 60 % Anionic Bitumen emulsion and the void in the patch to be filled in with continuously graded asphalt wearing course to 5 mm above the existing road surface.

##### 1.2 VALIDITY

The rates if accepted are to be valid from                      to

**1.3 SITE OF WORKS**

The roads or portions thereof to be surfaced are all situated within or adjacent to the Municipal area and these roads will be indicated to the Contractor when they are available for surfacing.

**1.4 WORKS TO BE CARRIED OUT AS AND WHEN REQUIRED**

It is not possible for the Strategic Executive Director: Technical Services to guarantee that comparatively large sections will be made available for surfacing at any one time. The purpose of this bid is to allow for small or larger schemes to be surfaced as soon as they are ready.

Provision has been made on the Schedule of Rates for work of different capacities. When more than one road is available for surfacing at any one time, the rates used for payment will be based on the total area and not on separate areas.

Acceptance by the Municipality of a bidder's rate must not be taken as a guarantee that work will be carried out under this section.

**1.5 WORKS AREA**

The Contractor shall be responsible for making his own arrangements at his expense, for providing a suitable site for his plant and storage of materials and must keep the area tidy and nuisance free to the satisfaction of the Engineer and to clear the area on completion of the works to his satisfaction.

**1.6 PAYMENT**

This Contract is a schedule and not a lump sum contract. All materials will be measured and paid for at the rates set forth by the bidder in the Schedule of Rates. Payment will normally be made within 30 days of the Contractor submitting his claim.

**1.7 DELIVERY****1.7.1 Official Instruction**

No materials are to be delivered and no work to commence until the Contractor has been given an official Municipal instruction.

**1.7.2 Time of Delivery**

The bidder shall state the minimum time required to commence work after receipt of an official Municipal order.

**1.8 DEVIATIONS AND CONTROL OF TRAFFIC**

The Contractor shall be responsible, and his bid prices must include for all traffic signs, barricades, deviations, control of traffic and maintenance of access to properties required for the execution of the work.

**1.9 DEFECTIVE WORK**

Defective work is classed as all work which does not meet the specifications when tested. This includes the materials laid on the road or any surfacing

which shows signs of lifting, sliding, bleeding and all work in surfacing which does not conform to this specification.

#### 1.10 ALTERATIONS

The Engineer may at his own discretion alter the spray rates. In such a case, compensation will be made as extra payment or a refund.

Under no circumstances may the Contractor alter the spray rates without the authority of the Engineer.

#### 1.11 TERMINATION OF CONTRACT

In the event of the Contractor not complying with the conditions of this Contract, the Municipality reserves the right to cancel the contract or any part thereof.

#### 1.12 ALTERATIONS BY BIDDER

Should the bidder wish to make any alterations or additions to the specification, or to any part of these contract documents, specific mention must be made when bidding on Annexure "A". (page (1) 24). No alterations shall be considered unless so noted.

#### 1.13 PLANT AVAILABLE FOR USE ON WORKS

Bidders are required to complete Annexure "B" - "Plant available for use on works" (page (1) 25), giving a complete list of major items of plant and equipment which they have immediately available and which they will acquire for use on this contract.

#### 1.14 EVIDENCE OF EXPERIENCE

Bidders are required to give satisfactory evidence that they have actual experience in the class of work for which they have bid and must complete below schedule (page (1) 26).

- 1.15 A 10% retention of all work done will be held back for a 3 (three) month maintenance period, starting from the date on which each section of surfacing or re-surfacing was completed.

- 1.16.1 The Municipality will pay all statutory increases, subject to the Contractor proving to the Engineer satisfaction that it has affected his rates. The bidder is required to submit details on prices for labour and materials current at the time of tendering. (i.e. 2008-07-01).

#### 1.17 PLANT AND EQUIPMENT

##### 1.17.1 General

All plant and equipment used on the works shall be of adequate rated capacity, in good working condition and shall be operated by experienced operators. Obsolete or worn-out plant will not be allowed on the work.

All plant and equipment that will be used on the road during surfacing operations shall be free of any binder, fuel or oil leaks and no refuelling or

servicing of any equipment will be allowed to take place while such equipment is on the road.

**1.18 RATES TO BE INCLUSIVE**

1.18.1 The bid rates are to include for all work and materials necessary to provide the specified surface to the satisfaction of the Engineer.

1.18.2 The bid rates for the wearing courses shall therefore include for all plant, fuel, power, labour, materials, storage, handling, mixing, transporting, spreading, jointing, compacting, protection to adjacent concrete kerbing and paving and street furniture, insurance, deviations, signs, housing, workmen's compensation, holidays as well as brooming of road surface prior to sealing and four weeks after completion of sealing.

**1.19 RATES OF APPLICATION**

The price for the various operations scheduled shall cover the cost of application of the aggregate, bituminous binder, or slurry at the nominal rate specified in clauses 8.1.4 and 8.1.5 of SANS 1200 MG-1996.

**MILLING OF ASPHALT AND ANCILLARY WORKS****GENERAL****2.1 SCOPE**

This section covers the breaking up and excavation of existing asphalt layers by milling and the removal thereof to stockpile sites.

**2.2 PLANT AND EQUIPMENT**

Only approved milling plant may be used. The plant shall be capable of milling to a depth of 100mm in one operation over widths of 0,5m. The milling depth shall be controlled electronically. The machine shall be capable of making a neat vertical cut at the outer edges when milling the layer and to leave the floor of the cut level and with a uniform texture.

The milling machine shall be equipped with a self-loading conveyor belt which can easily be removed and installed and adjusted for slope and direction.

**2.3 TRAFFIC CONTROL**

Interference to traffic must be kept to a minimum and only one lane may be closed at a time. The road must be cleared of all obstructions at night.

The Contractor shall, at his own expense, provide flagmen to direct and control traffic, and provide signs and barriers as ordered by the Engineer.

The Contractor shall be responsible for the safety of the work and for any damages arising out of the work.

The following pay items cover the costs of milling of asphalt.

**2.4 MEASUREMENT AND PAYMENT****2.4.1 Establishment for milling**

The costs of establishing the milling machine and those items not specified will be deemed to be included in the rates.

**2.4.2 Milling Team**

The unit of measure for the milling team shall be the day, measured from the day after the last item of the milling team arrives on site, to the day prior to the departure of the milling team. The bid rate shall include full compensation for having the milling machine, a water tanker, signs and barricades necessary for the protection of both the travelling public and the site of works and any other necessary ancillary plant and labour, on site.

Fractions of a day may be paid or deducted, at the sole discretion of the Engineer, where milling takes place on the day of arrival or departure, or where the full milling team is not able to work as a result of mechanical breakdown, inclement weather etc.

**2.4.2 Milling of material**

(a) From 0 mm up to 30 mm	Cubic metre (m <sup>3</sup> )
(b) from 0 mm and up to 40 mm	Cubic metre (m <sup>3</sup> )
(c) maximum up to 150 mm	Cubic metre (m <sup>3</sup> )
(d) maximum up to 300 mm	Cubic metre (m <sup>3</sup> )

The unit of measure for the milling of material shall be the cubic metre measured in-situ and shall be the product of the agreed depth, width and length. The applicable pay item shall be determined by the actual depth of milling required by the Engineer. The bid rate shall include full compensation for milling and loading the milled material onto trucks for disposal or stockpiling, the replacement of the picks and anchor blocks, the supply of water to the milling machine, and all other incidentals necessary for the milling operation.

**2.4.3 Trucks for transporting the milled material**

The unit of measure for the trucks for transporting the milled material shall be the truck day, measured from the day on which the milling commences until the day the milling is complete. The bid rate shall include full compensation for having the truck on site, as necessary for the transporting of the milled material and shall be included in milling operation.

**2.4.4 Transporting the milled material**

The unit of measure for transporting the milled material shall be the cubic metre kilometre measured as a product of the cubic metre measured in-situ, which shall be the product of the agreed depth, width and length, and the distance from the site to the designated stockpile site and shall be included in the milling operation.

**2.4.5 Sweeping of the milled area and any other area required by an official in charge.**

The unit of measure shall be the square metre.

The bid rate shall include for the removal of all loose material within the milled area to create a clean surface.



## SECTION 1

## ANNEXURE "A" TO THE SPECIFICATIONS

## PROPOSED ALTERATIONS TO THE SPECIFICATIONS ETC.

CLAUSE NO.	ALTERATIONS OR ADDITIONS

SIGNATURE OF BIDDER : .....

FIRM: .....

DATE : .....

## SECTION 2

Tender number: A027 – 2021/22

## ANNEXURE "B" TO THE SPECIFICATION

## PLANT AVAILABLE FOR USE ON WORKS

PLANT AND EQUIPMENT	
QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC.
A.	<b>a) Major plant and equipment immediately available</b>
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
B.	<b>Major plant that will be acquired for this contract</b>
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

SIGNED : .....

FOR : .....

DATE : .....

## SECTION 1

## EVIDENCE OF EXPERIENCE

[illegible]

DATE : .....



*SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY*

## **PART C4: SITE INFORMATION**

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**C4: SITE INFORMATION**

**NEWCASTLE MUNICIPALITY**



**TECHNICAL SERVICES**

**CIVIL SERVICES**

**TENDER NUMBER: A027 – 2021/22**

**SITE INFORMATION FOR**

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK-  
AS AND WHEN REQUIRED**

**C4.1.1 Location Map e.t.c.**

Newcastle, Madadeni, Osizweni, Kilbarchan, Ingagane, Ingogo, Charlestown

**C4.1.2 Geotechnical information**

Present on request

**C4.1.5 Access to site**

Refer to locality map and the site layout plan



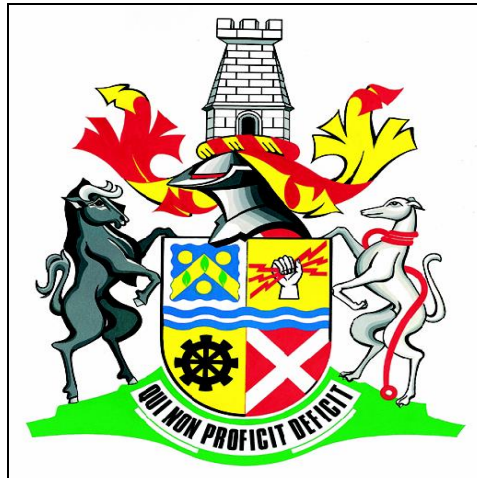
*SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK TO  
NEWCASTLE MUNICIPALITY*

## **PART C5: PROJECT SPECIFICATION**

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**C5: PROJECT SPECIFICATION**

**NEWCASTLE MUNICIPALITY**



**TECHNICAL SERVICES**

**CIVIL SERVICES**

**TENDER NUMBER: A027 – 2021/22**

**PROJECT SPECIFICATIONS FOR**

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK-  
AS AND WHEN REQUIRED**



**SECTION 1**

**PROJECT SPECIFICATION**

**SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK AS AND WHEN REQUIRED**

## TENDER NUMBER: A027 – 2021/22

## SECTION 1

**- SECTIONAL PATCHING AND REPAIR WORK AND ANCILLARY WORK AS AND WHEN REQUIRED****1.1 GENERAL****1.1.1 Extent of Contract**

This Contract comprises the following:

Part one: Supply and lay asphalt work

Part two: Sectional patching and repair work- Schedule of quantities and prices

Part two (1) Milling of asphalt and ancillary work

Part three: Scope of works: Cold stockpile mix and Hot premix

Part four: Lifting of heavy duty manholes level to tarmac as and when required

**1.1.2 Validity**

The Contract prices are to be valid from (3 year contract)

**THE MUNICIPALITY MAY OBTAIN MORE THAN ONE CONTRACTOR.**

**1.1.3 Clause**

**The Municipality may obtain more than one contractor.  
The local contractors may be given first preference.**

**1.1.4 Site of Works**

The roads or portions thereof to be surfaced are all situated within the Municipal area and these roads will be indicated to the Contractor when they are available for surfacing.

**1. 1.5 Work to be carried out as and when required**

It is not possible for the Strategic Executive Director: Technical Services (Civil) to guarantee that comparatively large sections will be made available for surfacing at any one time. The purpose of this tender is to allow for small or larger schemes to be surfaced as soon as they are ready.

Provision has been made on the Schedule of Rates for work of different capacities. When more than one road is available for surfacing at any one time, the rates used for payment will be based on the total area and not on separate areas.

**1.1.6 Works Area**

The Contractor shall be responsible for making his own arrangements, at his expense, for providing a suitable site for his plant and storage of materials and must keep the area tidy and nuisance free to the satisfaction of the Engineer.

#### **1.1.7 Measurements and Payment**

This contract is a schedule and not a lump sum contract. All materials will be measured and paid for at the rate set forth by the bidder in the Schedule of Rates. Payment will normally be made within 30 days of the Contractor submitting his claim.

#### **1.1.18 Escalations (current indices)**

### **1.2 DELIVERY**

#### **1.2.1 Instruction letter**

No materials are to be delivered and no work is to commence until the Contractor has been given an official Municipal instruction letter and each letter will only cover the work to be done on the roads or portion of roads mentioned therein.

#### **1.2.2 Time of Delivery**

The bidder shall state the minimum time required to deliver materials, or where applicable to commence work after receipt of an official Municipal order.

### **1.3 DEVIATIONS AND CONTROL OF TRAFFIC**

The Contractor shall be responsible and his bid prices must include for all traffic signs, barricades, deviations, control of traffic and maintenance of access to properties required for the execution of the work.

### **1.4 DEFECTIVE WORK**

Defective work is classed as all work which does not meet the specifications when tested from the materials laid on the road or any surfacing which shows signs of lifting, sliding, bleeding and all work in paving which exceeds the maximum tolerance laid down.

### **1.5 ALTERATIONS**

The Engineer may at his own discretion alter the actual percentage binder in the premix. In such a case compensation will be made as an extra payment or a refund.

Under no circumstances may the Contractor alter the binder content without the authority of the Engineer.

### **1.6 TERMINATION OF CONTRACT**

In the event of the Contractor not complying with the conditions of this contract, the Municipality reserves the right to cancel the contract or any part thereof.

### **1.7 ALTERATIONS BY BIDDER**

Should the bidder wish to make any alterations or additions to the specification, or to any part of these contract documents, specific mention thereof must be made when bidding on Annexure "A" (Page (2) 28). No alterations shall be considered unless so noted.

#### **1.8 PLANT AVAILABLE FOR USE ON WORKS**

Bidders are required to complete Annexure "B" (Page (2) 29) - "Plant available for use on works", giving a complete list of major items of plant and equipment which they have immediately available and which they will acquire for use on this contract.

#### **1.9 EVIDENCE OF EXPERIENCE**

Bidders are required to give satisfactory evidence that they have actual experience in the class of work for which they have tendered and must complete Annexure "C"

#### **1.10 INSURANCES**

The successful bidder or bidders must provide all insurances and indemnify the Municipality from all claims from any source whatsoever arising as a result of his or their work.

#### **1.11 MAINTENANCE AND RETENTION**

Except in the case of stockpile premix, a 10% retention on all work done will be held back for a 6 (six) month maintenance period, starting from the date on which each section of surfacing or resurfacing was completed.

Maintenance shall mean the replacement or correction at the Contractor's expense of all bituminous surfacing or resurfacing which does not conform to the Specification and/or any defective work as described in Clause 2.4.

#### **1.12 PRICE VARIATIONS**

The bid prices are to remain firm for the contract period, however, the Municipality will pay all statutory increases, subject to the Contractor proving to the Strategic Executive Director: Technical Services' (Civil) satisfaction that it has affected his rates. The bidder must complete the list of prices for labour and materials current at the time of bidding (date). Rise and fall must be excluded from the total cost when calculating escalations.

#### **1.13 PLANT AND EQUIPMENT**

##### **113.1 General**

All plant and equipment used on the works shall be of adequate rated capacity, in good working condition and shall be operated by experienced operators. Obsolete or worn-out plant will not be allowed on the work.

**Consequences**

All plant and equipment which will be used on the road during paving operations shall be free of any binder, fuel or oil leaks and no refuelling or servicing of any equipment will be allowed to take place while such equipment is on the road.

**1.13.2 Mixing Plant**

The equipment shall include a means of accurately weighing the aggregate and filter in a weighbox or hopper, suspended on scales, with sufficient capacity to hold a full batch.

The aggregate feeder, screens, drier and storage bins shall be of adequate capacity and design to supply materials at the required temperature and of the specified grading to the mixer.

All thermometric equipment should be clearly visible to the plant operator. At no time shall the mixing temperature exceed 163°C.

Tanks for the storage of binder shall be capable of heating the material under effective and positive control at all times.

Satisfactory means shall be provided for measuring the proper amount of binder required and for maintaining the specified temperature of the binder in the pipe-lines, spray bars and other containers of flow lines.

The plant shall be of either an approved mechanical batchmixer or an approved drum mixing type. The mixing plant may be either automatically or manually controlled, but in the latter case at least two control operators shall be provided.

**1.13.3 Paver**

The mixture shall be laid by an approved type of self-propelled mechanical spreader and finisher capable of laying to the required widths, thickness, profile, camber or crossfall without causing segregation, dragging or other surface defects.

Pavers shall be provided with a screed capable of striking off the mixture at the required level over the full width being laid without tearing, dragging or gouging. The screed shall be adjustable to the required width and thickness and shall be provided with a suitable heating system.

All pavers shall be fitted with automatic electronic screed controls to maintain the required levels, cambers and cross falls. Where skids are used they shall be at least 9m long. The paver shall be capable of travelling at speeds consistent with all outputs of the mixing plant and must be able to lay the mixture to widths of 1,2m to 4,0m in increments of 150mm or less and to the thickness of 15mm and upwards.

**1.13.4 Pre-coated Chip Spreader**

A mechanical spreader shall be used for spreading the pre-coated chips. The spreader must be self-propelled, be capable of straddling the full paved width and be able to

follow immediately behind the paver. The spreader drum shall be suited to the size of aggregate used for pre-coated chips.

#### 1.13.5 Pre-coating Plant

Pre coating of chips may be done in any suitable plant capable of uniformly coating the chips.

#### 1.13.6 Pressure Bitumen Distributor

The bitumen distributor shall be truck mounted and have sufficient power to maintain uniform speeds for the proper application of tar and bitumen and the truck shall be provided with fire extinguishers.

The distributor shall have a valid certificate from any of the Provincial Administrations that it complies with the requirements for bitumen distributors.

#### **\*SPECIAL NOTE:**

The spray nozzles of the pressure bitumen distributor shall be clean and work effectively at all times as any defects could result in a request of a work stoppage if the quality of the work is not acceptable.

#### 1.13.7 Flat Steel Wheel Rollers

Flat steel wheel rollers shall be self-propelled three-wheel or tandem rollers of between 9 and 11 tons. These rollers shall be in good working condition, free from back lash, faulty steering mechanism and worn parts. Rollers shall be equipped with adjustable scrapers to keep the rollers clean and with efficient means of keeping the wheels wet to prevent mixes from sticking to the rolls.

#### 1.13.8 Pneumatic-Tyred Rollers

These shall be of the two-axled self-propelled type equipped with smooth tread pneumatic tyres of uniform size and diameters. The mass of the pneumatic rollers shall not be less than 9 tons.

The wheels of the roller shall be so spaced that one pass of the roller will provide one complete coverage equal to the rolling width of the machine and the roller shall be so constructed that the load distribution shall be uniform for all wheels. Tyre pressure of up to 620 kPa must be possible.

#### 2.13.9 Vibratory Rollers for Asphalt Base Course

Suitable vibratory rollers, approved by the Engineer may be used for compaction of asphalt base course only.

**1.13.10 Watercart**

The watercart shall be truck mounted and the spraybar is to be pressure fed.

**1.13.11 Rotary Broom**

An approved rotary broom, complete with towing vehicle fitted with pneumatic tyres, shall be available at all times on the works.

**1.13.12 Transporting Vehicles**

Vehicles used for transporting asphalt materials shall be tight and clean and shall be provided with suitable covers for protecting the mixture when in transit or awaiting tipping. Sufficient vehicles shall be provided to ensure that the delivery of the asphalt materials is consistent with the output of the mixing plant and paver.

**1.13.13 Miscellaneous Equipment**

All the necessary equipment for handling and hauling of all materials required on the work shall be provided to ensure prompt and continuous supply of materials. The Contractor shall have available all the necessary ancillary equipment and hand tools to carry out the work efficiently.

**1.14 TRIAL AREA FOR PREMIX SURFACING**

The Contractor shall lay a 50 square meter trial section (i.e. approx. 15 m x 3,3 m) on a section of the road. The mix design to be submitted to the Strategic Executive Director: Technical Services before commencement.

The standards for this trial area will be that called for in the Specification. If these standards are not met, no payment will be made for the material in the trial area.

After acceptance of the trial area, the surfacing finish texture and standards of all paving must conform to this area.

An arrangement must be made with the Manager: Roads, Stormwater and Buildings, regarding the date, time and site where the trials will be carried out.

**1.15 MATERIALS****1.15.1 General**

The Contractor shall satisfy the Engineer during the whole course of the contract that the name, grade and analysis of the materials are as offered by him in his bid and accepted by the Municipality. The Engineer may from time to time require samples of the materials used for the purpose of testing.

**1.16 PREPARATION OF BASE**

Prior to the application of prime or tack coat, the base or existing surface shall be cleaned of all dust, dirt, oil and any other material which will be deleterious to the new work. Where the edges of the existing road surface have been broken away by traffic, they shall be repaired to restore the surface. The edges so formed shall be true to line and level and parallel to the centre line of the road.

#### **1.17 APPLICATION OF PRIME**

After the base has been swept clean to the satisfaction of the Engineer, the prime may then be applied at the specified application rate whilst the base is damp, but not running wet.

The Contractor's prices for priming must include for the dusting of the primed surface where directed by the Engineer to permit access across the primed surface and for the removal of surplus dusting material when the surface has dried sufficiently and for any repairs if necessary to the primed surface prior to the application of the final surfacing.

Priming will only be necessary for newly constructed roads and not for resurfacing roads already surfaced.

#### **1.18 PROTECTION OF KERBS, CHANNELS ETC.**

Where kerbs, channels, manholes etc. are encountered they shall be protected from the spray applications by sticking plastic sheeting to the kerbs, channels, manholes etc. With suitable adhesives. Any kerbs, channels, manholes etc. which are dirtied or Otherwise damaged, shall be replaced or cleaned by the Contractor at his own expense.

#### **1.19 EXISTING SPEED HUMPS**

Existing speed humps are to be reinstated and a budget must be allowed for the implementation.

#### **1.20 LINE MARKINGS**

Contractor to reinstate line markings on all surfaced roads and to coat in the Bill of Quantities (cost/meter for line markings)

#### **1.21 WEATHER CONDITIONS**

The Municipality reserves the right to cancel or delay any order if weather and temperature conditions are not suitable. In such cases no compensation will be paid to the Contractor.

#### **1.22 PREMIX SURFACING**

##### **1.22.1 Prime Coat**

The primer shall be either a MC70, MC30, RTH 3/12/P or 85% Emulsion Prime. The nominal rate of application shall be 0,75\* $\text{l}/\text{m}^2$  on a swept and damp surface. Minimum and maximum spraying temperatures for the different grades shall be complied with.

\* Nett Bitumen



**1.22.2 Tack Coat**

The bid prices for premix material shall include for a tack coat to be applied to the surface by means of a bitumen pressure distributor.

The tack coat shall consist of a 65% Cationic Bituminous Emulsion, conforming to SANS 548 and shall be applied at a rate of 0,30 l/m<sup>2</sup>, nett bitumen.

**1.22.3 Transporting Premix**

The mixture shall be transported from the mixing plant to the site of work in tip trucks with metal bodies previously cleaned of all foreign materials. The loads shall be suitably covered with canvas or other material of sufficient size to protect the mixture from weather conditions. The inside surface of all vehicles used for hauling the mixture may be lightly lubricated with a thin vegetable oil or soap solution just before loading, but excess of lubricant will not be permitted. No oil or petroleum products may be used. No load shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight, or under the correct temperature conditions.

**1.22.4 Placing of Premix**

The premix shall be placed as soon as it is delivered to the site on a clean surface. Hauling over newly laid surfaces not yet at atmospheric temperature will not be permitted.

Delivery of the mixture to the paver shall be at a uniform rate and in an amount well within the capacity of the paver and mixing plant, such that the paver is continuously on the move. If from any cause the deliveries of premix are not frequent enough to maintain continuous placing, then the machine shall be run at its slowest speed and traverse joints as hereinafter described, may be required by the Engineer if he considers that the placed premix has fallen too low in temperature to obtain a satisfactory bond.

The adjustment of the screed tamping bars, feed screws, hopper feed etc., shall be checked frequently to ensure uniform spreading of the mix. If segregation occurs, the spreading operations shall immediately be suspended until the cause is determined and corrected.

The premix shall be agreed with due allowance for subsequent rolling to give a uniform compacted thickness which shall not be less than that specified for the layer being constructed and to achieve the correct line and levels. It shall be laid to the width as shown on the drawings or as instructed by the Engineer.

Spreading shall be so arranged that longitudinal joints do not coincide with joints in lower layers of asphalt base course or surface courses.

On restricted areas, inaccessible to the spreading equipment used, the mixture may be placed by hand or other means to obtain the specified results. Spreading shall be carried out in a manner which will avoid segregation and which will allow positive control of levels.

The use of rakes shall be limited and used only in approved cases and in a pre-agreed acceptable manner.

**1.22.5 Joints**

All joints between adjacent sections of the work shall be made by cutting back the layer against which the material is to be placed. All loose and incompletely compacted material shall be removed. A cutting wheel shall be used for longitudinal joints.

Joints shall not be at right angles to the centre line and joints in the final layer of the surface course shall correspond with the lane markings.

Before a new layer is placed next to an existing layer, the cut edge of the existing layer shall be painted with a thin coat of bituminous emulsion diluted to 40% nett bitumen content.

Joints shall be neat and have the same texture and density as the remainder of the asphalt surface.

The outer edges of the completed asphalt shall be trimmed parallel to the centre line along the shoulder or channel to give a finished width as shown on the drawings or as directed by the Engineer.

Any fresh mixture spread accidentally onto existing work at a joint shall be carefully removed by brooming it back with stiff brooms onto the uncompacted work, so as to avoid the formation of irregularities at the joint.

#### **1.22.5.1 Finishing Joint at Channel**

The outer edges of the completed asphalt shall be trimmed parallel to the centre line along the shoulder or channel to give a finished width as shown on the drawings and the final work present a continuous neat line to the satisfaction of the Engineer.

#### **1.22.6 Surfacing**

Where the new surfacing is required to tie into the new road surface a feather edge joint will not be accepted. The Contractor must make allowance for cutting away and painting with a tack coat a joint of a minimum depth of 25 mm and a width of 200 mm over the length of the tie-in.

#### **1.22.7 Application of pre-coated chips**

Where directed by the engineer, pre-coated chips shall be laid on the asphalt at a rate of 0,0042 cubic metres per square metre when using 13,2 mm nominal size chips and 0,0055 cubic metres per square metre when using 19,0 mm nominal size chips or as adjusted by the engineer. The chips are to be laid with a mechanical spreader which straddles the paved width and follows immediately behind the paver.

The chips shall be spread to give a uniform texture and a uniform coverage. The tolerance in spread rate shall be  $\pm 10\%$ .

#### **1.22.8 Compaction**

Initial rolling using a smooth steel wheel roller shall commence as soon as the binder has attained sufficient viscosity for the mixture to bear the weight of the roller without undue displacement and as directed by the Engineer.

Back rolling using a pneumatic tyred roller shall commence as soon as possible after the initial rolling and be continued until the mixture has been compacted to at least 95% of the 75 Blow Marshall test density or to the satisfaction of the Engineer. Final rolling shall be carried out by using a smooth steel wheeled roller to smooth out any tyre marks.

Rolling shall commence from the outside and proceed towards the crown of the road except on super-elevated curves or where the road has a straight cross fall, when rolling shall begin on the low side and progress to the higher side, uniformly lapping each preceding track, covering the entire surface. When compacting near any kerbs or gutters, care shall be exercised against damaging such kerbs or gutters and any damage to these shall be made good by the Contractor at his own expense and to the Engineer's satisfaction. The completed premix surface shall be within the tolerance of nought (0) to plus thirteen (13) millimetres with respect to the level of gutter or kerb.

When compacting asphalt surfaces with pre-coated chips, care shall be exercised to ensure that the pre-coated chips are not pushed below the surrounding surface but should be left slightly proud of the surrounding surface.

The finished surface shall present a smooth, solid and homogeneous surface, true to level and camber and free from any tear or cracks or any other irregularity. It shall be free from depressions or elevations and when a straight edge 4 m long is laid on the surface parallel to or at right angles to the centre line of the road, the surface shall nowhere vary from the lower edge of the straight edge by more than 7 millimetres.

No traffic shall be allowed onto the finished surface until it has cooled to atmospheric temperature.

#### **1.22.9 Payment for excess premix material**

No payment will be made for excess premix material laid where the rate of spread does not exceed the nominal rate by more than 10%.

In all cases where the Contractor, having examined the area to be surfaced, is of the opinion that more material will be required (in excess of 10%) due to the shape of the road, he will inform the Engineer prior to commencing work on that section. The actual quantity used for the section is to be recorded by means of daily returns and the excess material used (in excess of 10%) will be paid for measured loose at a rate per ton.

**PART A**  
**SUPPLY, DELIVERY AND APPLICATION OF PREMIXES**

1.23 **Description of Premixes**

1.23.1. **Premix Requirements**

The following premixes are required under this contract:

1.23.1.1 **Asphalt Mixes**

**Refer Table 2: TPA Mixes**

Mix 1: 19,05 mm nominal gap graded Hot Rolled Asphalt 55% stone content (BSS 594)

Mix 2: 19,05 mm nominal gap graded Hot Rolled Asphalt 45% stone content (BSS 594)

Mix 3: 15,875 mm nominal gap graded Hot Rolled Asphalt 30% stone content (BSS 594)

Mix 4: (Black Base) 25,4 mm nominal continuously graded tar or bituminous base course

The grading envelopes and binder contents applicable to the mixes are as indicated in Table 1 overleaf:

(A) **Retention Funds**

A retention sum of 10% of any payment, shall be retained for the maintenance period of 6 (six) months as from the date on which the works has been certified as satisfactory completed (i.e. after the official successful final inspection). This retention shall only be paid at the expiration of the aforesaid 6 months maintenance period in the event that the work has been satisfactorily completed and all defects corrected in accordance with this contract.

(B) **Retention Period**

During the **6 (six) month** retention period the Contractor will be liable for any latent defects and all remedial work necessary shall be carried out by the Contractor at his own expense if the necessity therefore shall, in the opinion of the Strategic Executive Director: Technical Services (Civil), be due to the use of materials or workmanship not in accordance with this contract, or, to neglect or failure on the part of the Contractor to comply with any obligation under this contract.

If the Contractor shall fail, for 28 days after receipt of written notice from the Strategic Executive Director: Technical Services (Civil), to do any such remedial work required by the Strategic Executive Director:

Technical Services (Civil), the Newcastle Municipality shall be entitled to carry out such work by other persons and/or Contractors and shall be entitled to recover from the Contractor the cost thereof.

**TABLE I: ALTERNATIVE ASPHALT MIXES, GRADING ENVELOPES AND BINDER CONTENTS:      ALTERNATIVE OFFER**

MIX	AGGREGATE SIZE: CUMULATIVE % PASSING (BY WEIGHT)													BINDER CONTENT BY WT.
	25,4 mm	19 Mm	16 Mm	12,7 mm	9,5 mm	4,8 mm	B.S.S. NUMBERS							
							7	14	25	52	72	100	200	

## 1.21.1.2

**GRADING ENVELOPES**

Three types of premixes are specified. The mixtures must be prepared by heating the stone to a temperature of between 135°C and 163°C and utilizing 80/100 Pen. Bitumen which must be kept within the same temperature range as the stone. The grading envelopes and binder contents applicable to the mixes are as indicated in Table 2 below:

**TABLE 2: GRADING ENVELOPES AND BINDER CONTENTS**

	<b>SIEVE SIZE (mm)</b>	<b>MIX 1 26,5 MAX</b>	<b>MIX 2 COARSE GRADED</b>	<b>MIX 3 MEDIUM GRADED</b>	<b>MIX 4 FINE GRADED</b>
<b>PERCENTAGE PASSING THROUGH SIEVE BY MASS</b>	26,500	100	100	-	-
	19,050	-	-	-	-
	19,000	85-95	85-100	-	-
	13,200	71-84	71-84	100	-
	12,700	-	-	-	-
	9,700	-	-	-	-
	9,500	62-78	62-76	82-100	100
	4,750	42-60	42-60	54-75	64-88
	2,380	-	-	-	-
	2,360	30-47	30-48	35-50	45-60
	1,180	21-37	22-38	27-42	35-54
	0,600	15-30	16-28	18-32	24-40
	0,416	-	-	-	-
	0,300	11-24	12-20	11-23	16-28
	0,150	8-19	8-15	7-16	10-20
	0,075	5-12	4-10	4-10	4-12
	0,074	-	-	-	-
	AGGREGATE	94,5%	93,5%	93,5%	93,0%
<b>NORMAL MIX PROPORTIONS BY MASS WHEN BITUMEN IS USED</b>	BITUMEN (GRADE ACCORDING TO PROJECT SPECIFICATIONS)	4,5%	5,5%	5,5%	6,0%
	ACTIVE FILLER	1,0%	1,0%	1,0%	1,0%
<b>BINDER</b>		35/50	50/70	50/70	50/70

The variation in the bitumen content must not exceed 0,3%. Should the Engineer consider that the bitumen content does not exactly meet with the requirements, he may use his discretion to alter the specification in order to obtain a more satisfactory mixture. Premixed material must be delivered at a minimum temperature of 105°C.

### 1.21.2 Minimum Aggregate Requirements

The aggregate shall consist of approved natural dolerite only crush stone and shall be clean, hard and sound. The aggregate shall contain no harmful material such as loam, clay, salt, lime, organic matter or other deleterious substances.

Hardness: Samples of aggregate passing the 18mm sieve and retained on a 6 mm sieve, when subjected to the Aggregate Crushing Test, shall have a crushing value not exceeding 30.

Soundness: Samples of aggregate subjected to the Sodium Sulphate Weathering Test shall give a weighted loss not exceeding 12% after 5 cycles.

Flakiness: Coarse aggregate containing more than 15% of particles by weight with a maximum dimension more than 5 times the minimum dimension will be considered as excessively flaky.

If the grading is not satisfactory and the quantity of fines is inadequate, the Contractor shall add mineral filler in proportion to the mix within the following tolerances:

Aggregate passing No. 4 sieve	: 6%
Aggregate passing No. 40 sieve	: 5%
Aggregate passing No. 200 sieve	: 0,4%
Temperature of mixing and placing	: 75°C

The above-mentioned mineral filler required to correct the grading of the mixture, shall consist of stone dust, Natural filler or Portland Cement and shall conform to the following grading:

**TABLE 3: MINIMUM AGGREGATE REQUIREMENTS**

SIEVE SIZE BSS NO.	% PASSING BY WEIGHT
No. 25 : Not less than	100
No. 85 : Not less than	95
No.200 : Not less than	65

The filler shall be dry and free from lumps.

### 1.21.3 Premix Design

The Contractor must design, (in accordance with the Marshall Method) and submit trial mixes and briquettes for approval to the Engineer together with details of the actual aggregate fractions and binder contents used. In addition, the Contractor shall supply the following details for each mix.

- (1) Compacted density of mix (C.D.M.)
- (2) Voids in mix (V.I.M.)
- (3) Voids in mineral aggregate (V.M.A.)



- (4) Voids filled with bitumen (V.F.B.)
- (5) Stability
- (6) Flow

Each sample shall be at least 5 000 grams in weight.

Upon acceptance of any trial mix, the Contractor shall be bound to supply all subsequent job mixes in accordance thereto and within the following limits:

12,7 mm and larger sieve sizes	± 5%
9,5 mm to No. 52 sieve sizes	± 4%
No. 100 and No. 200 sieve sizes	± 2%
Binder Content	± 0,3%

### Stability

The minimum stability for the mixes shall be as follows:

- Mix 1: 680 kg
- Mix 2: 540 kg
- Mix 3: 450 kg
- Mix 4: 900 kg

In connection with the above, the bidder's attention is drawn to the following standards on which the sampling must be based.

- a. Probability sampling of materials - A.S.T.M. E105/58
- b. Choice of sample size - A.S.T.M. E122/58 and B.S.S. 598
- c. Sampling paving mixtures - A.S.T.M. 979/51

The assessing of variability from the accepted design mix may be based on the statistical method as suggested by Mathews and Hardmen.

#### 1.21.4 Bituminous binder

Each type and grade of bituminous binder specified for use in these works shall conform to the requirements specified by the South African Bureau of Standards in publication "SANS 4001-BT1-2012 Standard Specification for Bituminous Road Binders" or revised edition of the above specification by the SANS.

The binders to be used in the manufacture of the premixes shall be as follows:

**Mixes 2, 3 and 4:** 50/70 penetration straight run bitumen

**Mix 1** : 35/50 penetration straight run bitumen

**N.B.** - All bidders must complete the following data sheet:

**TABLE 4 - BITUMINOUS BINDER**

Bitumen Data Sheet				
TESTS	Grades			
	35/50		50/70	
	MIN.	MAX.	MIN.	MAX.
Specific Gravity at 25°				
Penetration at 25°C/100 grms/5 sec.				
Softening Point - R & B - °C				
Ductibility at 25°C – cms				
Loss on heating at 163°C				
50 grms/5 hours - %				
Penetration of residue from loss on heating % of original				
Bitumen content - %				
Bitumen soluble in Carbon Tetrachloride - %				
Spot Test using solvents :				
1. Naphtha				
2. Naphtha Xylene				
3. Heptane Xylene				

#### 1.21.5

#### Temperatures

All mixing, placing, rolling and surfacing temperatures shall be in accordance with the following schedule unless otherwise specified by the Engineer, and any work not complying therewith will be liable to rejection.

TABLE 5 – TEMPERATURES

NATURE OF WORK		TEMPERATURE °C	TOLERANCE °C
Priming	Tack Coat Spraying	66°C	± 10°C
Mixing	1. Drying : aggregates	155	± 6
	filler	133	± 3
	2. Heating of binders : 35/50	155	± 3
	50/70	146	± 3
	Road Bitumen	120	± 3
	3. Mixing : Mix 1 & mix 4 (bit.)	143	± 8
	Mix 2 & mix 3	149	± 8
	Mix 4 (bitumen)	116	± 8
Placing	1. Delivery : Mix 1 & mix 4 (bit.)	135	± 17
	Mix 2 & mix 3	141	± 17
	Mix 4 (bitumen)	110	± 13
	2. Rolling : Mix 1 & mix 4	105	± 13
	Mix 2 & mix 3	110	± 13

**PART B****SECTIONAL PATCHING AND REPAIR WORK**

This premix will be required for general maintenance purposes and the placing will be done by the Municipality. This mix should be a mixture of emulsion and aggregate prepared cold that may be used from a stockpile at extreme cold temperatures.

**1.23 STOCK PILE PREMIX – Mixed hot through asphalt plant but applied cold.**

The bidder is to state in his bidding document the minimum amount in tons he is prepared to deliver at any one time.

The grading envelopes and binder contents applicable for this mix is indicated as follows:

**TABLE 6 - SECTIONAL PATCHING AND REPAIR WORK**

Total Percentage Passing Sieve (mm)									Bitumen Content
12,700	9,525	4,760	2,380	1,190	0,595	0,291	0,149	0,074	% by weight
100	90-100	65-86	32-55	17-30	7-20	2-10	0-5	0-3	4,75 - 5,75

**PART C**

This premix is to be loaded, at the specified temperature, into the Municipal vehicles at the mixing plant.

Prices have been called for mixes 1, 2, 3, 4.

**PART D****1. Premix Kerb**

Where called upon by the Engineer, the Contractor is required to construct by machine, a suitably moulded premix kerb on the edge of the road. This kerb shall be constructed of a dense hot gap-graded asphalt premix (Bitumen content 6% (40/50 pen)) to dimensions as shown on the drawings after compaction and finished true to the line and level of the road. The asphalt kerb to be laid on a bitumen tack coat applied at the rate of 0,3 l/m<sup>2</sup>.

The bidder shall submit detailed plans with full details and dimensions with his bid showing the various cross sections of kerb available.

**2. Tolerances**

- (i) The tolerance will be a line and level difference of  $\pm 7\text{mm}$  in 3m.
- (ii) The horizontal alignment shall not depart from the design line by more than  $\pm 10\text{mm}$ .
- (iii) The rate of deviation from the design line or level shall not exceed 0,5%.

**3. Measurement and payment**

The unit for measurement for the premix kerb shall be in metres and the price must include for laying, supervision, labour, plant and material and tack coat