

**MUNISIPALITEIT
VAN
PRINS ALBERT**



**MUNICIPALITY
OF
PRINCE ALBERT**

Rig alle korrespondensie aan:
DIE MUNISIPALE BESTUURDER
Privaatsak X53, Prins Albert, 6930
E-Pos / E-Mail: scm@pamun.gov.za

Address all correspondence to:
THE MUNICIPAL MANAGER
Private Bag X53, Prince Albert, 6930
Tel: 023-541 1036, Fax: 023-541 1035

TENDER DOCUMENT

TENDER NUMBER:	169/2025
TENDER DESCRIPTION:	SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028

CLOSING TIME:	13h30pm	CLOSING DATE:	26 November 2025
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Tender Box at: Prince Albert Municipality's Finance Division Thusong Centre, Adderley Street, Prince Albert, 6930.	NB 1 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED) 2 Bids must be completed in black ink in writing 3 No bids will be considered from persons in the service of the state. 4 In the event of any conflict between the data provided in this summary and that given in the Tender, the latter shall apply.
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Name of Bidder:	
Tender Amount:	
B-BBEE Status Level of Contributor:	
Preference Points and Specific Goals Claimed:	
CSD Supplier Number	
CSD Unique Reference Number	
CIDB Contractor Grading	
CIDB Registration Number (CRS)	

**B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or
VALID ORIGINAL CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

Signature of PRINCE ALBERT LOCAL MUNICIPALITY Officials at Tender Opening	1
	2

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Part T1: Tendering Procedures

	PRINCE ALBERT LOCAL MUNICIPALITY			
	TENDER NOTICE AND INVITATION TO TENDER			
	NOTICE NO:	169/2025	DEPARTMENT:	TECHNICAL SERVICES
ADVERTISED ON:	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; SUID-KAAP BURGER; CIDB i-TENDER, NATIONAL TREASURY e-TENDER			
BID NO.:	169/2025	PUBLISHED DATE:	26 October 2025	
Tenders are hereby invited for:	SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028			
CLOSING DATE:	Wednesday, 26 November 2025			
CLOSING TIME:	Not later than 13H30 on Wednesday- 26 November 2025. Tenders will be opened immediately thereafter, in public at the Prince Albert Municipality's Finance Division, Thusong Centre, Adderley Street, Prince Albert, 6930.			
AVAILABILITY OF TENDER DOCUMENTS:				
Tender Documents will be available electronically.				
Tender documents are available at no charge from the Prince Albert Municipality Website at www.pamun.gov.za (Website navigation is as follow: Procurement, Tenders available). Electronic documents will only be available from 28 October 2025 at 12h00. It is the responsibility of prospective bidders to ensure that documents downloaded electronically are complete at the time of submission, incomplete tender documents will render your bid non-responsive.		Alternatively, a set of tender documents (if hard copy is required) must be reserved at least 72 hours prior to the date of the compulsory clarification meeting at the municipality. A non-refundable fee of R 500.00 (Inclusive of VAT) is payable in cash at the cashiers at the Prince Albert Municipality's Finance Division or via EFT deposit in favour of the Prince Albert Municipality, ABSA Bank, Branch code 632005, and Account number 2640-5600-64. Reference to be used: T169/2025 and company name. Reservation of the document can be done upon receipt of the documentation fee, and the issue of a municipal receipt or acknowledgment. Contact details for reservations are as follows: Mr. Chuma Madikane (Telephone number: 023 541 1036 or via email: chuma@pamun.gov.za).		
Date Available:	24 October 2025	Non-refundable Documentation Fee:		R 500.00
BID RULES:				
1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Tender Box, at the Prince Albert Municipality's Finance Division, Thusong Centre, Adderley Street, Prince Albert, 6930. 2. Bids may only be submitted on the bid documentation issued by the Municipality. 3. Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022. 4. The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points. 5. The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve the minimum functionality score in order to be evaluated further. The functionality criteria and weighting are set out in the tender document 6. Tenderers who are not yet registered are required to register on the Central Supplier Database (CSD). Application forms are obtainable from the website https://secure.csd.gov.za.				
Tenders shall be evaluated in terms of the PRINCE ALBERT LOCAL MUNICIPALITY Supply Chain Management Policy incorporating the Preferential Procurement Regulations		Bidders may claim preference points in terms of their B-BBEE status level of contribution and Specific Goals as defined in the tender document		
Applicable Preferential Procurement Points System		80/20		
Specific Goals		B-BBEE status level of contributor Maximum Points 10 Locality Maximum Points 10		
CIDB Registration Required		5 CE or higher		
Validity Period:		12 weeks		

Pre-tender Clarification Meeting		A <u>COMPULSORY</u> tender clarification meeting will be held at Prince Albert, Technical services boardroom, 33 Church Street, Prince Albert at 11H30am on 05 November 2025. Tenderers who arrive after 11H45 will not be allowed to join the clarification meeting.	
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:	
Section:	Technical Services	Section:	Supply Chain Management
Contact Person:	Danvor Sarelse	Contact Person:	David Leagh Willemse
Tel:	023 541 1668	Tel:	023 541 1668
E-mail:	danvor@pamun.gov.za	E-mail:	scm@pamun.gov.za
Authorized by:	Adv T. Giliomee	Capacity:	MUNICIPAL MANAGER

T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is PRINCE ALBERT LOCAL MUNICIPALITY .
3.2	The Tender Documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of Guarantee C1.4 - Advance Payment Guarantee C1.5 - Occupational Health and Safety Agreement Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3.1 - Description of Works C3.2 - Engineering C3.3 - Construction C3.4 - Procurement C3.5 - Management Part C4: Site Information C4.1 - Pricing assumptions
3.4	The Employer's Agent is: Mr. Danvor Sarelse PRINCE ALBERT MUNICIPALITY Technical Service Division Thusong Centre, Adderley Street, Prince Albert, 6930. Telephone: 023 541 1668 Email: danvor@pamun.gov.za
3.4	The language for communication is English
4.1	Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value

Clause number	Tender Data
	determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 5 CE class of construction work are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 5 CE or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 5 CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tenders should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
4.12	No alternative tenders are permitted.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus (0) nil copies.
4.13.5 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Prince Albert Municipality's Finance Division, Thusong Centre, Adderley Street, Prince Albert, 6930. Employer's address: Prince Albert Municipality's Finance Division, Thusong Centre, Adderley Street, Prince Albert, 6930 Identification details: 169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028
4.13.4	The tenderer is required to submit with his tender: 1) A Tax compliance status PIN issued by SARS for the Municipality or their Agent to verify the Tenderer's Tax matters. 2) An original current account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts Clearance Certificate 3) An original valid B-BBEE status level verification certificate or an ORIGINAL CERTIFIED copy in terms of the Construction Sector Charter on Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2022 (unless available on record). 4) Confirmation of financial standing (bank rating) from the tenderer's financial institution. 5) ORIGINAL CERTIFIED copies of Identity Documents (IDs) of all shareholders/ owner(s) / partners of bidding companies must submitted with the bid document. 6) Joint venture agreement where applicable. ORIGINAL CERTIFIED copies of qualifications.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 12 weeks .
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document.

Clause number	Tender Data																	
5.1	The Employer will respond to requests for clarification received up to 3 working days before the tender closing time.																	
5.2	The employer shall issue addenda until 2 working days before tender closing time.																	
5.4	Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender.																	
5.11.5	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The financial offer is scored as per clause 5.11.7 using Formula 2 in Table 1 where W_1 is 80. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.																	
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <table><tr><th>Quality criteria</th><th>Sub criteria</th><th>Maximum number of points</th></tr><tr><td>Tenderer's Past Experience (Similar Projects)</td><td>100 = >10 projects of similar scope and/or value 90 = 8 – 10 projects 70 = 5 – 7 projects 40 = 2 – 4 projects 0 = 1 or less projects or no submission</td><td>50</td></tr><tr><td>Experience of Key Staff</td><td>Weighting = 0.5 for projects of similar scope and value 100 = >5 projects 90 = 4 projects 70 = 3 projects 40 = 2 projects 0 = 1 or less projects or no submission</td><td>30</td></tr><tr><td>References Related to Past Experience</td><td>Weighting = 1.0 for projects of similar scope 100 = Excellent service provided; received more than contracted value, company went beyond requirements of project objectives; would use company again 90 = Good service provided; company complied with all the requirements of the project objectives; received value for money; would use company again 70 = Generally satisfied; company complied with most of the requirements of the project objectives; would use company again 40 = Dissatisfied; performance did not meet all the requirements of the project objectives; may use company again, provided there's a vast improvement 0 = Extremely unhappy; performance well below the requirements of the project objectives; not prepared to use company again</td><td>20</td></tr><tr><td colspan="2">Maximum possible score for quality (M_s)</td><td>100</td></tr></table> Quality shall be scored by not less than three evaluators in accordance with the following schedules: ☐ Evaluation Schedule: Tenderer's Past Experience			Quality criteria	Sub criteria	Maximum number of points	Tenderer's Past Experience (Similar Projects)	100 = >10 projects of similar scope and/or value 90 = 8 – 10 projects 70 = 5 – 7 projects 40 = 2 – 4 projects 0 = 1 or less projects or no submission	50	Experience of Key Staff	Weighting = 0.5 for projects of similar scope and value 100 = >5 projects 90 = 4 projects 70 = 3 projects 40 = 2 projects 0 = 1 or less projects or no submission	30	References Related to Past Experience	Weighting = 1.0 for projects of similar scope 100 = Excellent service provided; received more than contracted value, company went beyond requirements of project objectives; would use company again 90 = Good service provided; company complied with all the requirements of the project objectives; received value for money; would use company again 70 = Generally satisfied; company complied with most of the requirements of the project objectives; would use company again 40 = Dissatisfied; performance did not meet all the requirements of the project objectives; may use company again, provided there's a vast improvement 0 = Extremely unhappy; performance well below the requirements of the project objectives; not prepared to use company again	20	Maximum possible score for quality (M_s)		100
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Clause number	Tender Data
	☐ Evaluation Schedule: Key Staff Experience (Construction Manager (Site Agent) and Construction Supervisor (Foreman) – List projects of similar scope in abridged CV ☐ Evaluation Schedule: Reference Related to Past Experiences The minimum number of evaluation points for quality is 70.
5.13	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 submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders 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; f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration 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; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) 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
5.17	The number of paper copies of the signed contract to be provided by the employer is ONE .
Additional Conditions of Tender	
6.1	Tenderers will be considered non-responsive if, inter alia: (a) The Tenderer does not comply with the required eligibility criteria as specified in 4.1 above; (b) The Tenderer failed to attend the compulsory clarification meeting; (c) The Tenderer failed to submit one Offer per tendering entity; (d) The Tenderer failed to submit additional information by the due date; (e) The Tender failed to complete or sign the Form of Offer bound into this tender document; (f) The tender is not completed in non-erasable ink; (g) The tender contained material qualifications or deviations that affected the scope, quality or performance of the works; significantly changed the parties' risks and responsibilities or affected the competitive position of other Tenderers if they were to be rectified.
6.2	(a) Bids will be evaluated according to Prince Albert Local Municipality's SCM and Preferential Procurement Policies. (b) The lowest, the highest or any tender will not necessarily be accepted, and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender. (c) All copies of certificates submitted with the tender must be certified originals by a commissioner of Oaths. (d) Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted; (e) All businesses and suppliers wishing to conduct business with the PRINCE ALBERT LOCAL MUNICIPALITY must register on the Central Supplier Database (CSD) before any orders may be processed.
6.3	The appointment does not guarantee the issuing of work orders, since this will be based on the Municipality's priorities and budget availability at the time.

Part T2: Returnable Documents

T2.1 List of returnable documents

The tenderer must complete the following returnable schedules in **black ink**

1. Documentation to demonstrate eligibility to have tenders evaluated

- ☐ CIDB registration number.

Note: Failure to provide these documents will result in the tender not being evaluated

2. Returnable Schedules required for tender evaluation purposes

- ☐ Compulsory Declaration
- ☐ Certificate of Authority for Signatory
- ☐ Certificate of Authority for Joint Ventures
- ☐ Proposed Amendments and Qualifications
- ☐ Record of Addenda to Tender Documents
- ☐ Schedule of Proposed Subcontractors
- ☐ Schedule of Current Commitments
- ☐ Evaluation Schedule: Tenderer's Past Experience
- ☐ Evaluation Schedule: Key Staff Experience
- ☐ Evaluation Schedule: Reference Related to Past Experiences

3. Other documents required for tender evaluation purposes

- ☐ **ORIGINAL CERTIFIED** copies of B-BBEE Verification Certificates issued by a verification agency accredited by the South African National Accreditation System (SANAS) in accordance with Section 7 of Statement 005, Gazette Number 34612 or, in the case of an Exempted Micro Enterprise or a Qualifying Small Enterprise, a sworn affidavit (general) on the relevant form obtained from the DTI website.
- ☐ **Letter of Good Standing** from the Compensation Commissioner or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993).
- ☐ Current **Municipal Accounts or Clearance Certificates** for the municipal services of the bidder, all owners, directors, members and managers of the enterprise. Alternatively, proof of a lease agreement for bidders with no municipal accounts will be accepted.
- ☐ **ORIGINAL CERTIFIED** copies of **Identity Documents (IDs)** of all shareholders/ owner(s) / partners of bidding companies must be submitted with the bid document.
- ☐ A **letter of intent** from an approved insurer undertaking to provide the **Performance Bond** to the format included in Part T2.2 of this procurement document.
- ☐ Confirmation of **financial standing (bank rating)** from the tenderer's financial institution.
- ☐ **Joint venture agreement** where applicable.

4. Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

- ☐ MBD 1 (PART A): Invitation to Bid
- ☐ MBD 1 (PART B): Terms and Conditions for Bidding
- ☐ MBD 2: Tax Clearance Certificate or PIN Number
- ☐ MBD 4 Declaration of Interest
- ☐ MBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulations 2022
- ☐ MBD 8 Declaration of bidder's past supply chain management practices
- ☐ MBD 9 Certificate of Independent Tender Determination
- ☐ MBD 15 Certificate for Payment of Municipal Services
- ☐ Proposed Amendments and Qualifications
- ☐ Record of Addenda to Tender Documents
- ☐ Proposed Subcontractors

5. C1.1 Offer portion of Form of Offer and Acceptance

6. C1.2 Contract Data (Part 2) – Evaluation Schedule

7. C2.2 Bills of Quantities

T2.2 Returnable Schedules

MBD 1 (PART A): INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUNICIPALITY					
BID NUMBER:	169/2025	CLOSING DATE:	26 November 2025	CLOSING TIME:	13:30
DESCRIPTION	SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (Offer, Schedule of Deviations and Confirmation of Receipt)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)	Prince Albert Municipality Offices Finance Division Thusong Centre, Adderley Street Prince Albert 6930				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Mr. Danvor Sarelse	
CONTACT PERSON	David Leagh Willemse		TELEPHONE NUMBER	023 541 1668	
TELEPHONE NUMBER	023 541 1668		FACSIMILE NUMBER		
E-MAIL ADDRESS	scm@pamun.gov.za		E-MAIL ADDRESS	danvor@pamun.gov.za	

MBD 1 (PART B): TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD2: TAX CLEARANCE CERTIFICATE OR PIN NUMBER

PRINCE ALBERT LOCAL MUNICIPALITY

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.

1.	In order to meet this requirement bidders are required to complete in full the form TCC 001 <i>"Application for a Tax Clearance Certificate"</i> and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted or a valid Tax Status PIN, together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za .

MBD 4: DECLARATION OF INTEREST

PRINCE ALBERT LOCAL MUNICIPALITY DECLARATION OF INTEREST													
a)	No bid will be accepted from persons in the service of the state*.												
b)	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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.												
c)	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.												
a.	Full Name of bidder or his / her representative:												
b.	Identity number:												
c.	Position occupied in the Company (director, trustee, shareholder ²)												
d.	Company Registration Number:												
e.	Tax Reference Number:												
f.	VAT Registration Number:												
g.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.												
h.	Are you presently in the service of the state*											YES / NO	
i.	If yes, furnish particulars.												
i.	Have you been in the service of the state for the past twelve months?											YES / NO	
i.	If so, furnish particulars.												
j.	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	
i.	If so, state particulars.												
k.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?											YES / NO	
i.	If so, state particulars.												
l.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?											YES / NO	
i.	If so, state particulars.												
m.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?											YES / NO	
i.	If so, furnish particulars.												

n.	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	
i.	If so, furnish particulars.		
d)	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:			
Full Name		Identity Number	Individual Tax Number for each Director
CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
1MSCM Regulations: "in the service of the state" means to be -			
a	a member of – a) any municipal council; b) any provincial legislature; or c) the National Assembly or the National Council of Provinces;		
b	a member of the board of directors of any municipal entity;		
c	an official or 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 entity; or		
f	an employee of Parliament or a provincial legislature.		
2" Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			

Attach to this page

☐ **Central Supplier Database (CSD) registration**

Attach to this page (original certified copies only, not copies of certified copies)

☐ **Identity Documents (IDs) of:**

- **Directors**
- **Trustees**
- **Members**
- **Shareholders**
- **Owners**
- **Partners**

**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(VAT INCLUDED)**

MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
(i) If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
(i) If no, this serves to certify that the bidder 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.				
(ii) If yes, provide particulars.				
3. Has any contract been awarded to you 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?	YES		NO	
(i) If yes, furnish particulars:				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
(i) If yes, furnish particulars:				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				

MBD 6.1: PREFERENTIAL PROCUREMENT

PRINCE ALBERT LOCAL MUNICIPALITY											
This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.											
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022											
NB:	BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022										
GENERAL CONDITIONS											
1.1	The following preference point systems are applicable to invitations to tender: - 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).										
1.2	(a) The 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.										
1.3	Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: - Price; and - Specific Goals.										
1.4	The maximum points for this tender are allocated as follows: <table border="1"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>80</td> </tr> <tr> <td>B-BBEE Status</td> <td>10</td> </tr> <tr> <td>Locality</td> <td>10</td> </tr> <tr> <td>Total points for PRICE and SPECIFIC GOALS</td> <td>100</td> </tr> </tbody> </table>		POINTS	Price	80	B-BBEE Status	10	Locality	10	Total points for PRICE and SPECIFIC GOALS	100
	POINTS										
Price	80										
B-BBEE Status	10										
Locality	10										
Total points for PRICE and SPECIFIC GOALS	100										
1.5	Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.										
1.6	The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.										
2. DEFINITIONS											
2.1	<table border="1"> <tr> <td>“tender”</td> <td>means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation</td> </tr> </table>	“tender”	means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation								
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2.2	<table border="1"> <tr> <td>“price”</td> <td>means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts</td> </tr> </table>	“price”	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts								
“price”	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts										
2.3	<table border="1"> <tr> <td>“rand value”</td> <td>means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes</td> </tr> </table>	“rand value”	means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes								
“rand value”	means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes										

2.4	“tender for income-generating contracts”	means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions				
2.5	“the Act”	means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).				
3.	FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES					
3.1	POINTS AWARDED FOR PRICE					
3.1.1	THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10 $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender					
4.	POINTS AWARDED FOR SPECIFIC GOALS					
4.1	In terms of the Preferential Procurement Policy of Prince Albert Municipality, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:					
4.2	In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— 1. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or 2. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system. <u>SPECIFIC GOALS</u> SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW. 1. Note to <u>organs of state</u>: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. 2. Note to <u>tenderers</u>: The tenderer must indicate how they claim points for each preference point system.) <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated i.t.o. (80/20 system) (To be completed by the organ of state)</th></tr><tr><td>B-BBEE preference points</td><td>10 points</td></tr></table>		The specific goals allocated points in terms of this tender	Number of points allocated i.t.o. (80/20 system) (To be completed by the organ of state)	B-BBEE preference points	10 points
The specific goals allocated points in terms of this tender	Number of points allocated i.t.o. (80/20 system) (To be completed by the organ of state)					
B-BBEE preference points	10 points					

	Locality	10 points																														
4.3	A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are: contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE); Promotion of enterprises located in the municipal area.																															
4.4	Regarding par 4.3 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of Points for Preference (80/20)</th> <th>50% of Points for Preference</th> </tr> </thead> <tbody> <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>16</td><td>8</td></tr> <tr><td>4</td><td>12</td><td>6</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> </tbody> </table> tenderer must submit proof of its B-BBEE status level contributor [scorecard]. A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80-point formula for price; and scores 0 points for B-BBEE status level of contributor.		B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference	1	20	10	2	18	9	3	16	8	4	12	6	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference																														
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2	18	9																														
3	16	8																														
4	12	6																														
5	8	4																														
6	6	3																														
7	4	2																														
8	2	1																														
Non-compliant contributor	0	0																														
4.4.1	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPH 4.1 B-BBEE Status Level of Contributor: (Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)																															
4.4.2	LOCALITY Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality) Each tender must specify in the invitation to tender that a maximum of 50% of the 20 points will be allocated to promote the specific goal of locality. Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable. <table border="1"> <thead> <tr> <th>LOCALITY OF SUPPLIER/ LOCAL LABOUR</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Within the boundaries of the municipality</td> <td>10</td> </tr> <tr> <td>Outside municipal boundaries, but within boundaries of district (Central Karoo)</td> <td>8</td> </tr> <tr> <td>Outside boundaries of the municipality and district, but within Western Cape Province</td> <td>5</td> </tr> <tr> <td>Outside of the Western Cape Province</td> <td>0</td> </tr> </tbody> </table>		LOCALITY OF SUPPLIER/ LOCAL LABOUR	POINTS	Within the boundaries of the municipality	10	Outside municipal boundaries, but within boundaries of district (Central Karoo)	8	Outside boundaries of the municipality and district, but within Western Cape Province	5	Outside of the Western Cape Province	0																				
LOCALITY OF SUPPLIER/ LOCAL LABOUR	POINTS																															
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Outside of the Western Cape Province	0																															

	Bidders must submit one of the following in order to receive points for the abovementioned criterion. 1. Municipal Account of address as indicated in bid document; 2. If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy. 3. The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date. LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4 Locality (indicate as per table above)..... (The address provided in 4.5 below, will be used to determine the locality as per 4.4.1 above).
4.6	MUNICIPAL INFORMATION Municipality where business is situated: Registered Account Number: Stand Number:
4.7	NAME OF COMPANY/FIRM:
4.8	COMPANY REGISTRATION NUMBER:
4.8	TYPE OF COMPANY/ FIRM ☐ Partnership/Joint Venture / Consortium ☐ One-person business/sole propriety ☐ Close corporation ☐ Public Company ☐ Personal Liability Company ☐ (Pty) Limited ☐ Non-Profit Company ☐ State Owned Company [TICK APPLICABLE BOX]
4.9	I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct; iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have

	not been fulfilled, the organ of state may, in addition to any other remedy it may have – a. disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.		
	<table border="1"><tr><td> SIGNATURE(S) OF BIDDER(S) DATE: ADDRESS: </td><td> WITNESSES: 1. 2. </td></tr></table>	 SIGNATURE(S) OF BIDDER(S) DATE: ADDRESS:	WITNESSES: 1. 2.
..... SIGNATURE(S) OF BIDDER(S) DATE: ADDRESS:	WITNESSES: 1. 2.		

Attach to this page (original certified copies only, not copies of certified copies)

- ☐ **B-BBEE Verification Certificate, or**
- ☐ **Consolidated B-BBEE Verification Certificate (for JV's),
or**
- ☐ **Sworn Affidavit**

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

PRINCE ALBERT LOCAL MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
a)	This Municipal Bidding Document serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.		
b)	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
a.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
b.	been convicted for fraud or corruption during the past five years;		
c.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
d.	been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
c)	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
a.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	
b.	If so, furnish particulars:		
c.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
d.	If so, furnish particulars:		
e.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
f.	If so, furnish particulars:		
g.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
h.	If so, furnish particulars:		
i.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	
j.	If so, furnish particulars:		

d)	CERTIFICATION		
I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

PRINCE ALBERT LOCAL MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
	Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
	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.
	This Municipal Bidding Document 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.
	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	169/2025
Description:	
in response to the invitation for the bid ISSUED by the PRINCE ALBERT LOCAL MUNICIPALITY , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That: - I have read and I understand the contents of this Certificate; - I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; - I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; - 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; - 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 - The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. - In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: • prices; • geographical area where product or service will be rendered (market allocation) • methods, factors or formulas used to calculate prices; • the intention or decision to submit or not to submit, a bid;	

- the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 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.

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

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

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

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

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

³Joint 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.

MBD 15: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

PRINCE ALBERT LOCAL MUNICIPALITY CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES (To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:		(name of the enterprise)		
I hereby acknowledge 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 the PRINCE ALBERT LOCAL MUNICIPALITY, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore, hereby agrees and authorises the PRINCE ALBERT LOCAL MUNICIPALITY to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and			
I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.			
NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF ENTERPRISE			

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____, 20____ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATH: - Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
--	---

Version 3.0

Attach to this page (original certified copies only, not copies of certified copies)

Municipal services accounts of the bidder, ALL owners, directors, members and managers of the enterprise:

- ☐ **Municipal Accounts**
- ☐ **Municipal Accounts Clearance Certificates**
- ☐ **Proof of a lease agreement for entities with no municipal accounts will be accepted**

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number: <i>State Not Registered if not registered for VAT</i>	

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
--	--

Section 5: National Treasury Central Supplier Database

CSD Master registration number <i>Attach CSD registration report</i>	
--	--

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| a) a member of any municipal council | d) an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| b) a member of any provincial legislature | |
| c) a member of the National Assembly or the National Council of Province | e) a member of an accounting authority of any national or provincial public entity |
| 1. a member of the board of directors of any municipal entity | f) an employee of Parliament or a provincial legislature |
| 2. an official of any municipality or municipal entity | |

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

Name of principal	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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| g) a member of any municipal council | j) 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) |
| h) a member of any provincial legislature | |
| i) a member of the National Assembly or the National Council of Province | k) a member of an accounting authority of any national or provincial public entity |
| 3. a member of the board of directors of any municipal entity | l) an employee of Parliament or a provincial legislature |
| 4. an official of any municipality or municipal entity | |

Name of family member	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence

for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Certificate of Authority for Signatory

Signatories of Companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form. ***An example is shown below.***

“

By Resolution of the Board of Directors at a meeting on

Mr/Mrs/Miss.has been duly authorised
to sign all documents in connection with **Tender No. 169/2025** on behalf of (Block capitals)

.....

SIGNED ON BEHALF OF COMPANY

IN HIS CAPACITY AS.....”

Attach to this page (original certified copies only, not copies of certified copies)

- ☐ **Letter of Authority / Resolution by Board of Directors on company letterhead to sign tender documents**

Certificate of Authority for Joint Ventures

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.....

Attach to this page (original certified copies only, not copies of certified copies)

- ☐ **Letter of Authority / Resolution by Board of Directors on company letterhead to sign tender documents on behalf of Joint Venture**

Attach to this page (original certified copies only, not copies of certified copies)

☐ **Joint venture agreement**

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 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

Page	Clause or item	Proposal

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed.....

Date.....

Name.....

Position.....

Tenderer

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
■		
■		
■		
■		
■		
■		
■		
■		
■		
■		

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL).

Signed.....

Date.....

Name.....

Position.....

Tenderer

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.

	Name and address of proposed Subcontractor	B-BBEE /EME Status	Nature and extent of work	Previous experience with Subcontractor
➤				
➤				
➤				
➤				
➤				

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

Signed.....

Date.....

Name.....

Position.....

Tenderer

Financial Standing

Attach to this page)

Financial Standing (letter from bank/financial institution stating bank code/rating)

Attach to this page (original certified copies only, NOT copies of certified copies)

Letter of Good Standing

- ☐ **Letter of Good Standing (from the Compensation Commissioner or a licensed insurer)**

Attach to this page (original certified copies only, NOT copies of certified copies)

Letter of Intent to Provide a Performance Bond

- ☐ **Letter of Intent from a recognised Financial Institution to provide the Performance Bond/Guarantee in the format prescribed under the Contract Data**

Schedule of Current Commitments

The following is a statement of ALL current commitments for which the Tenderer have been appointed and are currently engaged with for the next 3 years.

This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project. All information must be completed in full or the Tender may be considered non-responsive.

Please attach a schedule with the same information to this page if the space is not sufficient:

Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			
Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			
Tender No.			
Description:			
Scope of Work:			
Value of Work:		Completion Date:	
Employer:			
Contact Person:		Tel/Mobile No.	
Email			

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

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

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

Tenderer.....

Attach to this page

- ☐ **Tenderer's Current Commitments** (with details prescribed above)

Evaluation Schedule 1: Tenderer's Past Experience

The following is a statement of projects of similar scope successfully completed by our company over the **past 5-10 years**.

This schedule will be used to determine the Tenderer's capability to undertake the services required in the Scope of Work and to conduct a risk assessment of the Tenderers capacity to undertake the project. All information must be completed in full, failing which the Tenderer's quality scoring may be negatively impacted or the Tender may be considered non-responsive.

Please attach a schedule with the same information to this page.

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

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

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

Tenderer.....

Tenderer's Past Experience: (Relevant to Scope - please duplicate this page electronically, complete the information and attach with your tender)

Tender No.	Description	Scope of Work	Value of Work	Completion date	Employer name	Contact name	Contact number	E-mail address

Evaluation Schedule 2: Key Staff Experience

Key Staff experience will be evaluated on them having done contracts of similar scope and/or value in the key positions proposed.

An abbreviated CV of the Contracts Manager, **Construction Manager (site agent)**, **Construction Supervisor (general foreman)** and Health & Safety Officer should be completed on the attached schedules and signed by the relevant key staff.

In the case of an association / joint venture / consortium, it should be indicated how the duties and responsibilities are to be shared.

Number of sheets appended by the tenderer to this Schedule (if nil, enter NIL)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer.....

Key Staff Experience (Abridged CV's):

- ☐ **Complete CV's for each Key Staff attached to this schedule**

SCHEDULE: CONTRACTS MANAGER

(Attached original certified copies of qualifications and professional registration, if any)

Full Name			
ID Number			
Current Work Address			
Contact Number			
E-mail address			
Highest Qualification			
Date Obtained (mm/yyyy)		Years' Experience (post Qualification)	
Professional Registration (if any)			
Date Obtained (mm/yyyy)		Years' Experience (post Registration)	
Relevant experience (refer to Scope of Work for relevant category of engineering)			
Employer (Client)	Project Description		Year completed

Certification:

I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications and my experience.

Signature _____

Date _____

EVALUATION SCHEDULE: CONSTRUCTION MANAGER (SITE AGENT)

(Attached original certified copies of qualifications and professional registration, if any)

Full Name			
ID Number			
Current Work Address			
Contact Number			
E-mail address			
Highest Qualification			
NQF 5 in LIC (Yes/No)			
Date Obtained (mm/yyyy)		Years' Experience (post Qualification)	
Professional Registration			
Date Obtained (mm/yyyy)		Years' Experience (post Registration)	
Relevant experience (refer to Scope of Work for relevant category of engineering)			
Employer (Client)	Project Description		Year completed

Certification:

I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications and my experience.

Signature _____

Date _____

EVALUATION SCHEDULE: CONSTRUCTION SUPERVISOR (FOREMAN)

(Attached original certified copies of qualifications and professional registration, if any)

Full Name & Surname			
ID Number			
Current Work Address			
Contact Number			
E-mail address			
Highest Qualification			
NQF 5 in LIC (Yes/No)			
Date Obtained (mm/yyyy)		Years' Experience (post Qualification)	
Professional Registration			
Date Obtained (mm/yyyy)		Years' Experience (post Registration)	
Relevant experience in infrastructure construction projects			
Employer (Client)	Project Description		Year completed

Certification:

I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications and my experience.

Signature _____
Date _____

SCHEDULE: HEALTH & SAFETY OFFICER

(Attached original certified copies of qualifications and professional registration, if any)

Full Name & Surname			
ID Number			
Current Work Address			
Contact Number			
E-mail address			
Highest Qualification			
Date Obtained (mm/yyyy)		Years' Experience (post Qualification)	
Professional Registration			
Date Obtained (mm/yyyy)		Years' Experience (post Registration)	
Relevant experience in infrastructure construction projects			
Employer (Client)	Project Description		Year completed

Certification:

I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications and my experience.

Signature _____

Date _____

Evaluation Schedule 3: TENDERER'S PAST EXPERIENCE (References)

This schedule will be used to conduct a risk assessment and to determine the Tenderer's capability and capacity to undertake the services required in the Scope of Work.

Please note the following:

- 1) All information must be completed in full, failing which the Tenderer's quality scoring may be negatively impacted or the Tender may be considered non-responsive.
- 2) Tenderers are required to submit the attached form to **at least three (3)** of the Employers referenced in the **previous schedule of Tenderer's Past Experience (*Similar Projects*)**.
- 3) The Employer / Referee need to submit this reference form by email to the Employer's address on or before the closing date and time for submission of tenders in order for the Tenderer to qualify for Quality points under this category. Alternatively, the reference form may be completed and submitted with the tender document.
- 4) The Quality criteria and scoring is as stated in the Tender Data.

Number of sheets appended by the Tenderer to this Schedule (if nil, enter NIL)

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

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

Tenderer.....

Reference Form #1

TO: Prince Albert Municipality (scm@pamun.gov.za)

FROM: [Referee e-mail address] _____

SUBJECT: Tender Reference for [Tenderer's Name] _____

Dear Sir/Madam,

We have been listed as a reference by the above Contractor for **Tender 169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028** for the following project:

Contract Number	Description of Works	Year completed

We hereby score the Tenderer by marking with an "X" in the table below with regards to their performance in managing the **Time**, **Cost** and **Quality** of the above project.

Criteria	Details	Rating	Score
Time management	Significant delays attributable to Contractor	40% = Poor	
	Some delays attributable to Contractor	70% = Satisfied	
	On time, no delays attributable to Contractor	90% = Good	
	Ahead of time	100% = Excellent	
Cost Management	Significant cost over-run, disputed by Employer	40% = Poor	
	Some cost over-run, limited disputes by Employer	70% = Satisfied	
	Completed for contract sum, plus agreed extras only	90% = Good	
	Completed for contract sum and absorbed additional costs	100% = Excellent	
Quality Management	Need for close attention by inspectors; significant re-working required; handover subject to many defects; slow attention to defects after handover	40% = Poor	
	Inspections regarded as necessary; little re-working required; handover subject to some defects; efficient attention to defects after handover	70% = Satisfied	
	Inspections largely a formality; some re-work required but all initiated by Contractor; few defects at handover and very efficiently cleared	90% = Good	
	No re-work attributable to Contractor; substantially free of defects attributable to Contractor; completely satisfied	100% = Excellent	
Overall			

Please contact us for any further information.

Regards

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

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

Employer Name

Reference Form #2

TO: Prince Albert Municipality (scm@pamun.gov.za)

FROM: [Referee e-mail address] _____

SUBJECT: Tender Reference for [Tenderer's Name] _____

Dear Sir/Madam,

We have been listed as a reference by the above Contractor for **Tender 169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028** for the following project:

Contract Number	Description of Works	Year completed

We hereby score the Tenderer by marking with an "X" in the table below with regards to their performance in managing the **Time, Cost** and **Quality** of the above project.

Criteria	Details	Rating	Score
Time management	Significant delays attributable to Contractor	40% = Poor	
	Some delays attributable to Contractor	70% = Satisfied	
	On time, no delays attributable to Contractor	90% = Good	
	Ahead of time	100% = Excellent	
Cost Management	Significant cost over-run, disputed by Employer	40% = Poor	
	Some cost over-run, limited disputes by Employer	70% = Satisfied	
	Completed for contract sum, plus agreed extras only	90% = Good	
	Completed for contract sum and absorbed additional costs	100% = Excellent	
Quality Management	Need for close attention by inspectors; significant re-working required; handover subject to many defects; slow attention to defects after handover	40% = Poor	
	Inspections regarded as necessary; little re-working required; handover subject to some defects; efficient attention to defects after handover	70% = Satisfied	
	Inspections largely a formality; some re-work required but all initiated by Contractor; few defects at handover and very efficiently cleared	90% = Good	
	No re-work attributable to Contractor; substantially free of defects attributable to Contractor; completely satisfied	100% = Excellent	
Overall			

Please contact us for any further information.

Regards

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

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

Employer Name

Reference Form #3

TO: Prince Albert MUNICIPALITY (scm@pamun.gov.za)

FROM: [Referee e-mail address] _____

SUBJECT: Tender Reference for [Tenderer's Name] _____

Dear Sir/Madam,

We have been listed as a reference by the above Contractor for **Tender 169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028** for the following project:

Contract Number	Description of Works	Year completed

We hereby score the Tenderer by marking with an "X" in the table below with regards to their performance in managing the **Time**, **Cost** and **Quality** of the above project.

Criteria	Details	Rating	Score
Time management	Significant delays attributable to Contractor	40% = Poor	
	Some delays attributable to Contractor	70% = Satisfied	
	On time, no delays attributable to Contractor	90% = Good	
	Ahead of time	100% = Excellent	
Cost Management	Significant cost over-run, disputed by Employer	40% = Poor	
	Some cost over-run, limited disputes by Employer	70% = Satisfied	
	Completed for contract sum, plus agreed extras only	90% = Good	
	Completed for contract sum and absorbed additional costs	100% = Excellent	
Quality Management	Need for close attention by inspectors; significant re-working required; handover subject to many defects; slow attention to defects after handover	40% = Poor	
	Inspections regarded as necessary; little re-working required; handover subject to some defects; efficient attention to defects after handover	70% = Satisfied	
	Inspections largely a formality; some re-work required but all initiated by Contractor; few defects at handover and very efficiently cleared	90% = Good	
	No re-work attributable to Contractor; substantially free of defects attributable to Contractor; completely satisfied	100% = Excellent	
Overall			

Please contact us for any further information.

Regards

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

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

Employer Name

Part C1: Agreements and Contract Data

C1.1 Forms 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:

169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: (in words)

Rand.....
.....
.....
.....
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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

For the Tenderer

Signature(s)
Name(s)
Capacity
Name and address of organisation):
.....
.....
Signature and name of witness 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 Employer appoints the tenderer for:

TENDER: 169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028

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 1 to 4 above.

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

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

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

For the Employer

Signature(s)

Name(s)

Capacity

Name and address of organisation): **PRINCE ALBERT LOCAL MUNICIPALITY
PRIVATE BAG X53
01 ADDERLEY STREET
PRINCE ALBERT
6930**

Signature and name

of witness 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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation

.....

.....

.....

.....

Witness signature

.....

Witness name

.....

Date

For the Employer

.....

.....

.....

Name and address of organisation

**PRINCE ALBERT LOCAL MUNICIPALITY
PRIVATE BAG X53
01 ADDERLEY STREET
PRINCE ALBERT
6930**

.....

.....

.....

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) 20 (year)

at(place)

For the **Contractor**

.....
Signature

.....
Name

.....
Capacity

Signature and the name of witness

.....
Signature

.....
Name

Part 1: Data provided by the Employer

CONTRACT SPECIFIC DATA

Clause	Data
1.1.1.5	The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations, if applicable.
1.1.1.13:	The Defects Liability Period is 12 months , measured from the date of the Certificate of Completion.
1.1.1.14:	The time for achieving Practical Completion as set out in the Scope of Work.
1.1.1.15:	The name of the Employer is: PRINCE ALBERT LOCAL MUNICIPALITY represented by the MUNICIPAL MANAGER and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16:	The name of the Employer's Agent is: Prince Albert Municipality or their successors duly appointed by the Employer
1.1.1.17	Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
1.1.1.20:	The acceptance of the "Form of Offer" from the recommended tenderer may be subject to an agreed reduction in work items to suit the Employers budget.
1.1.1.26:	The Pricing Strategy is a Bill of Quantities (re-measurable) .
1.2.1.2:	The address of the Employer is: Address (physical): Municipal Manager, 01 Adderley Street PRINCE ALBERT 6930 Address (postal): Private Bag X53 PRINCE ALBERT 6930 Telephone: 023 541 1320 e-mail: thys@pamun.gov.za
1.2.1.2:	The address of the Employer's Agent is: Danvor Sarelse Physical address: 33 Church Street Prince Albert 6930 Postal address: E-mail address: danvor@pamun.gov.za
3.2.3:	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Clause 3.3.1 Nomination of Employer's Agent's Representative 2. Clause 3.3.4 Employer's Agent's authority to delegate 3. Clause 5.8.1 non-working times 4. Clause 5.11.2 Suspension of the Works 5. Clause 5.12.4 Acceleration instead of an extension of time 6. Clause 6.3.2 Orders for variations to be in writing 7. Clause 10.1.5 Contractor's claim

Clause	Data
5.3.1:	The documentation required before commencement with Works execution is: (1) Health and Safety Plan (Refer to Clause 4.3) (2) Initial programme (Refer to Clause 5.6) including cash flow (3) Security (Refer to Clause 6.2) (4) Insurance (Refer to Clause 8.6) (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document) (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (7) Traffic Accommodation plan and access to the residence.
5.3.2:	The time to submit the documentation required before commencement with Works execution is 14 days .
5.4.2:	The access and possession of the site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1:	The non-working days are Sundays . The special non-working days are: (1) All gazetted public holidays falling outside the year-end break. (2) The year-end break as determined by the South African Federation of Civil Engineering Contractors.
5.12.2.2:	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 2 days per month . Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.
5.13.1:	The penalty for failing to complete each portion, as set out in the Scope of Works, is R2000 per calendar day
5.14.1	<u>The requirements for achieving Practical Completion are:</u> As indicated in the scope of works under the item extent of the works, the work must be completed in such a manner that the road can be used by the public.
5.16.3:	The latent defects period is 2 years
6.2.4	Advance Payment Guarantee: "Add the following as Clause 6.2.4: 6.2.4 The Employer may at its discretion make an advance payment to the Contractor in an amount equal to 10 % of the Contract Sum, as an interest free loan for mobilisation, provided that: 6.2.4.1 The Contractor shall submit a guarantee from a recognised financial institution, in accordance with the pro forma Advance Payment Guarantee, in an amount equal to the amount of the advance payment. 6.2.4.2 The financial institution shall be subject to the approval of the Employer's Agent. 6.2.4.3 The Contractor shall deliver to the Employer's Agent a statement for payment for the advance payment in terms of Clause 6. 10. 1.3. 6.2.4.4 The advance payment shall be repaid through 10% deductions in payment certificates (excluding the advance payment and deductions and repayments of retention moneys), commencing when the total of interim payment exceeds 10% of the Contract Sum, until such time that the advance payment has been repaid. The Contractor shall ensure that the Advance Payment Guarantee remains valid and enforceable until the advance payment has been repaid If the advance payment has not been repaid by the date 28 days prior to the expiry date of the Advance Payment Guarantee, the Contractor shall extend the validity of the Advance Payment Guarantee until such time that the advance payment has been repaid "
6.5.1.2.3:	The percentage allowance to cover overhead charges is 10%

Clause	Data
6.8.2	The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the contract. Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data, then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.8.4	Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80% . The percentage advance on Plant not yet supplied to Site is 80% .
6.10.3:	The limit of retention money is 5% of the Contract Price, including allowances for contingencies. A guarantee in lieu of retention is permitted.
8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Nil) .
8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R200 000.00 .
8.6.1.2:	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required .
8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.4:	The Contractor shall affect and maintain ground support insurance as set out in the Scope of Works.
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.3:	The number of ad-hoc Adjudication Board Members to be appointed is 1(one).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.4.2 shall be by arbitration.
11	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

Part 2: Data provided by the Contractor

Clause	Data						
1.1.1.9:	The name of the Contractor is						
1.2.1.2:	The address of the Contractor is Address (physical) Address (postal) Telephone: email:						
1.2.1.2:	The address of nearest local office of the Contractor is Address (physical) Address (postal) Telephone: email:						
6.2.1:	The security to be provided by the Contractor shall be the following: <table><tr><th>Type of security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr><tr><td>Performance guarantee of 10 % of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 5% of the value of the Works.</td><td></td></tr><tr><td>Performance Guarantee of 5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 10 % of the value of the Works.</td><td></td></tr></table> The performance guarantee shall contain the exact wording of the document included in C1.3.	Type of security	Contractor's choice. Indicate "Yes" or "No"	Performance guarantee of 10 % of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 5% of the value of the Works.		Performance Guarantee of 5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 10 % of the value of the Works.	
Type of security	Contractor's choice. Indicate "Yes" or "No"						
Performance guarantee of 10 % of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 5% of the value of the Works.							
Performance Guarantee of 5% of the Contract Sum (excluding VAT) plus guarantee in lieu of retention of 10 % of the value of the Works.							

Signed _____ Date_____

Name_____ Position_____

Tenderer_____

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: PRINCE ALBERT LOCAL MUNICIPALITY

"Contractor" means:

"Employer's Agent" means:

"Works" means: TENDER: 169/2025: SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - a. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Proforma

C1.4 Advance Payment Guarantee

PROFORMA

ADVANCE PAYMENT GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Advance Payment Sum" means: The amount of R

Amount in words:

"Expiry Date" means..... (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates.

ADVANCE PAYMENT GUARANTEE

1. The Guarantor's liability shall be limited to the outstanding amounts out the Guarantee Advance Payment Sum as follows:
 - 1.1 The Guaranteed Advance Payment Sum on receipt thereof by the Contractor.
 - 1.2 The full outstanding balance after the deduction of each repayment made in terms of the interim payment certificate.
 - 1.3 After the deduction of the last repayment or settlement of the full outstanding balance, this Advance Payment Guarantee shall expire and be returned to the Guarantor.

CONDITIONS APPLICABLE TO ADVANCE PAYMENT GUARANTEE

2. The Guarantor hereby acknowledges that:
 - 2.1 Any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
3. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.1 to 3.3:
 - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2;
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.1 and the sum certified has still not been paid;
 - 3.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 4.1 the Contract has been terminated due to the Contractor's default and that this Advance Payment Guarantee is called up in terms of 4; or
 - 4.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Advance Payment Guarantee IS called up in terms of 4; and
 - 4.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/ or the provisional liquidation court order.

5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3 and 4 shall not exceed the Guarantor's maximum liability in terms of 1.
6. Payment by the Guarantor in terms of 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
7. Payment by the Guarantor in terms of 3 and 4 shall only be made against the return of the original Performance Guarantee by the Employer.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 1.3, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
11. This Performance Guarantee, with the required demand notices in terms of 7 or 8, shall be regarded as a liquid document for the purposes of obtaining a court order.

Signed a

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity.....

Witness signatory (1)

Witness signatory (2)

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE PRINCE ALBERT LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, , representing

..... , as an Employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Municipalities Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20

Witness

**for and on behalf of
PRINCE ALBERT LOCAL MUNICIPALITY**

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data

C2.1 Pricing Assumptions / Instructions

C2.1 Pricing Assumptions / Instructions

Pricing assumptions mean the criteria as set out below, read together with all parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

It is emphasized that the contractor must endeavor at all times to make use of local labour (skilled and unskilled) and local suppliers, obtained from within the Prince Albert Local Municipal Area when undertaking the various activities.

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

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

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

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

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

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

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

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

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered

The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities. The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

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

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

The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.

The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

The provisions of clause of the General Conditions of contract Third Edition 2015 shall apply to provisional sums and prime cost sums.

Subject to the conditions stated in paragraph 10 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion.

The units of measurement indicated in the bill of quantities are metric units The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	mega newton
mn-m	=	mega newton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilo newton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

C2.2 Bills of Quantities

SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL IN PRINCE ALBERT

<u>Item No</u>	<u>Description</u>	<u>Unit</u>	<u>Quantities</u>	<u>2025/26 FY</u>		<u>2026/27 FY</u>		<u>2027/28 FY</u>		<u>Total Cost</u>
				Rate	Amount	Rate	Amount	Rate	Amount	
	Establishment (Fixed, Value related and Time related Obligations)	Sum	Lump sum							
	Traffic Accommodation	Sum	Lump sum							
	Machine Daily Rate (Minimum 20m³/day) mechanical spreader box	R/day	14 days							
	Machine Daily Rate (Inclement weather)	Sum	sum							
	Application Rate	R/m³	250m³							
	Crusher Dust (with 6mm stones) suitable for slurry	Tons	450							
	Cement	Bags	140							
	Supply and Delivery of Emulsion (Colmat L micro surfacing or similar approved)	R/litre	56048 Litre							
	Road Marking paint (water base)	km	0.50							
SUBTOTAL										
VAT 15%										
TOTAL AMOUNT										

DECLARATION (In respect of completeness of Tender)

I/we, the undersigned, do hereby decaled that these are the properly priced Schedule of Quantities forming part of this contract document containing 1 page upon which my/our tender for the: TENDER 169/2025- SUPPLY, DELIVERY AND CONSTRUCTION OF SLURRY SEAL FOR A MULTI-YEAR PERIOD ENDING JUNE 2028, has been based.

Signed:

Date:

Name:

Position:

Part C3: Scope of Work

C3.1 Description of Work

C3.1.1 Employer's objectives

The Employer's objectives include the following:

To provide new and maintain existing engineering services infrastructure of an acceptable quality for the benefit of all its inhabitants in the most cost-effective and cost-efficient manner possible;

To deliver public services infrastructure using labour intensive construction methods wherever technically feasible and economically viable;

To alleviate poverty through the provision of employment opportunities to the unemployed;

To assist with the socio-economic development of targeted groups;

To comply with the requirements of statutory, legislative and regulatory frameworks governing local government infrastructure provision;

To comply with all funding conditions (own and grants).

The Employer's objective is to rehabilitate the roads in Prince Albert town by applying a slurry seal. The work will include road markings. The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill / Schedule of Quantities.

C3.1.2 Overview of the works

The works will consist mainly of the following:

supply, delivery, and construction of 15mm slurry layer with suitable material and plant. The work will include road marking as instructed by the Engineer on site.

The scope of work will include the following roads sections, but not in any form of order:

NB: It should be noted that the list of roads below, are for pricing purpose only, the municipality will choose the streets that must be upgraded in consultation with the service provider.

Place of Work	Street Name	Distance	Width
Prince Albert	Roads 1	2000 m	7 m
Prince Albert	Roads 2	400 m	7 m
Prince Albert	Roads 3	400 m	7 m
Prince Albert	Roads 4	900 m	7 m

The description of the works is not necessarily complete and shall not limit the scope of work to be completed by the contractor under this contract.

The work to be carried out under this contract was measured and provided for in the schedule of quantities. However, if during construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

C3.1.3 Extent of the works

The proposed scope of works will comprise mainly of the following activities:

Establishment on site.
Supply and delivering material and plant
Mixing and laying of slurry seal
Road Marking

C3.1.4 Location of the works and access

The project location is in the Western Cape Province, under Prince Albert Local Municipality within the Central Karoo District Municipality in Prince Albert.

Both the North End and the South End of Prince Albert town will form part of the project.

Project Coordinates

Table 1: Coordinates

Town	Position	Latitude	Longitude	
Prince Albert		33°13'31"S	22°01'48"E	

C3.1.5 Boundaries of the Site

The limits of the site shall be within the Prince Albert town.

C3.1.6 Occupation of the site

Access to the site of the works will be given to the Contractor on the Commencement of Works Date. The site of the works is on public roads, on existing water supply infrastructure and in sensitive environmental areas, which will remain in use during the work.

C3.1.7 Construction in confined areas

It will be necessary for the Contractor to work within confined and restricted areas. The method of construction in these confined areas largely depend on the contractor's constructional plant.

Regardless, It is deemed that the rates tendered in the Pricing Schedule / Priced Bill / Schedule of Quantities include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.

C3.1.8 Construction work program

The Contractor shall take note of various factors contained in the specifications, which will have a significant influence on the compilation of the construction work program.

C3.1.9 Contractor's camp site, power supply and other services

The Contractor will be permitted to use the area near the site for the establishment of a camp sites and offices. The choice of all sites for the establishment of camps is subject to the approval of the Employer's Agent.

The Contractor shall, however, make his own arrangements concerning the provision of water, electricity and other services for the campsite and office facilities.

No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C3.1.10 Water for construction purposes

The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates. No sea water will be allowed as compaction agent.

C3.1.11 Features Requiring Special Attention

C3.1.11.1 Existing Services

Any work requiring the excavation of existing road pavements, sidewalks and verges will require the necessary way leaves be obtained from the relevant service authorities (Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Waterworks Department and Drainage & Sewerage Department).

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary way leaves for both overhead and underground services affected by the Works

and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary way leaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

The Contractor shall carry out the works with the minimum interference to existing services and it shall be clearly understood that obtaining the necessary way leaves, will be at his own cost. The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.

The Contractor shall comply with the requirements of Clause B1202 of the Project Specifications in Part B of C3.4: Construction in the Scope of Work with regard to services.

C3.1.11.2 Health and Safety Plan

Prior to commencing work, the Contractor shall submit a Health and Safety Plan, compiled in accordance with the Health and Safety Specifications to the Employer's Agent for approval. The Contractor may not commence construction without the Employer's Agent's approval of the Health and Safety Plan.

C3.1.11.3 Standard of Materials, Workmanship, Testing and Performance

The attention of Tenderers is particularly drawn to the high standard of materials, workmanship, testing and performance applicable to his Contract as a whole and he shall convey this requirement to his proposed Sub-Contractors.

The Contractor will carry out control testing of materials and workmanship as required in terms of the specifications. Where necessary, the Employer's Agent may carry out acceptance control testing. The Employer will not pay claims or grant extension of time for delays to the works resulting from the awaiting of test results. Testing as required by the Employer's Agent will be affected as promptly as possible but it is in the Contractors own interest to submit material samples and other components of workmanship for testing in good time to assist in avoiding or minimizing delays.

C3.1.11.4 Weatherproof Protection for Workers

All staff required to continue working during rain shall be provided with oilskins and rubber knee boots, or other approved protective clothing and footwear.

C3.1.11.5 Night Work and Work on Public Holidays

Where the Contractor requires staff to work overtime, he shall make the necessary arrangements with the Employer's Agent and obtain written approval from the Employer's Agent. The Contractor shall bear the cost of his overtime work.

C3.1.11.6 Other Contractors

The Contractor's attention is drawn to the fact that there will be other contractors working on the Site of the Works. In accordance with Clause 4.8 of the General Conditions of Contract, the Contractor shall note and make due allowance for reasonable access to and for the adjacent operations of these other contractors on the site of the works.

C3.1.12 Accommodation of Traffic

The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority.

The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.

Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).

The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Employer's Agent for approval.

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s). The traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional.

C3.1.13 Environmental Requirements

The Contractor shall take particular note of the environmental requirements contained in the Works Specifications.

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The Contractor shall take every precaution to avoid damage to vegetation and graves within that area which falls outside the designated work area is indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the Employer's Agent. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

C3.1.14 Local Labour

The contractor must ensure that at all times he/she make use of local labour which must be 90% from Prince Albert.

A Construction Liaison Officer will be appointed for Prince Albert works. The appointment of the Construction Liaison Officer will be done as per the recruitment policy of the Prince Albert Local Municipality. Contractor to appoint the CLO and the advertising will be facilitate by the Contractor.

C3.2 Engineering

C3.2.1 Design

Works designed by, per design stage:

Concept, feasibility and overall process:	- Employer
Basic Engineering and detail layouts to tender stage:	- Employer
Final design to approved for construction stage:	- Employer
Temporary works:	- Contractor
Preparation of as built drawings:	- Contractor

C3.2.2 Employer's design

The Employer's design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 Design brief

Where the Contractor is to supply the design of designated parts of the permanent Works or Temporary Works, he shall supply full working drawings supported by a Professional Engineer's / Engineering Technologist's design certificate.

C3.2.4 Standards and Codes of Practice

The following design standards for civil Engineering infrastructure will apply:

Guidelines for the provision of Engineering services and amenities in residential township development by the National Housing Board (Red book).

General Conditions of Contract for Construction Works (2015) (Third Edition) by the South African Institution of Civil Engineers.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

C3.2.5 Drawings

There are no drawings to be supplied to the contractor.

C3.2.6 Alternatives

The Contractor is at liberty to put forward alternatives for items of plant or methods of construction for which he claims advantages to that indicated in the Specification and, providing the mode of operation and method of construction is fully detailed and is at least equal to that implied in this Specification. The Engineer's decision on whether to accept or reject any such alternative offered shall be final.

C3.3 Construction

C3.3.1 Standardised Specifications

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

The following specifications shall apply for the construction of the Works:

Volume 1: The Conditions of Contract for Construction for Construction Works, Third Edition (2015)
The contractor may purchase copies of Volume (1) from the South African Institute of Civil Engineering:

Physical address:

SAICE House Block 19

Thornhill Office Park Bekker Street Midrand

Tel: 011 805 5947

Fax: 011 805 5971

Volume 2: The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE Tel: (011) 805-5947

Park / Postnet Suite 81 Fax: (011) 805-5971 Howick Gardens/ Private Bag X65

Vorna Valley / Halfwayhouse Contact Person: Angeline Aylward Becker Street/ 1685
Midrand

Volume 3: The Tender Document: The Project Document, containing the tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected tenderer, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a successful tenderer has been appointed.

Volume 4: SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG- 001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

Volume 5: Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Volume 6: The road works drawings.

Volume 7: Materials investigation and utilisation.(Geotechnical Report)

Volume 8: Environmental Management Plan

(b) Aggregates

Aggregates for seals

The aggregate shall consist of approved crushed stone of the specified grade and size and shall comply with the following requirements in regard to grading, hardness and shape:

(1) Grading

The grading shall comply with the requirements set out in table 4302/8 for grades 1, 2 and 3. The grade or grades of aggregate specified in the project specifications and in the schedule of quantities shall be used.

TABLE 4302/5 CATIONIC MODIFIED BITUMEN EMULSION

Polymer modifier	Required properties					
	Grade of base bitumen	Minimum modified binder content (%)	Minimum viscosity at 50°C Saybolt Furol (seconds)	Maximum residue on sieving (g/100 ml)	Particle charge	Sedimentation after 60 rotations
SBR	B8	70	80	0,25	Positive	Nil
	B4	65	70	0,25	Positive	Nil
SBS	B8	70	80	0,25	Positive	Nil
	B4	65	50	0,25	Positive	Nil
Test method		ASTM D244	ASTM D244	SABS 548	SABS 548	SABS 548

Note 1: Modified binder is bitumen plus polymer.

TABLE 4302/6 RECOVERED MODIFIED BITUMEN

Polymer modifier	Required properties						
	Grade of base bitumen	Minimum softening point (°C)	Minimum dynamic viscosity at 135°C (Pa.s)	Minimum ductility at 10°C (mm)	Elastic recovery (%)	Minimum adhesion	
						at 5°C (%)	at 50°C (%)
SBR	B8	55	1,3	1000	52	90	100
	B4	45	1,0	1000	55	90	100
SBS	B8	60	1,3	500	55	90	100
	B4	47	1,0	500	60	90	100
Test method		ASTM D36	ASTM D4402	DIN 52013	DIN 52013	Mod Vialit method	

Note (1): The dust content criteria shall be according to table 4302/8 grade 2 stone for the adhesion test.

TABLE 4302/7 HOT-APPLIED MODIFIED BINDERS

Generic type of modified binder		Required properties							
		Grade of base bitumen	Minimum softening point (°C)	Minimum dynamic viscosity at 135°C (Pa.s)	Minimum ductility at 10°C (mm)	Minimum elastic recovery (ductilometer) at 10°C (%)	Maximum stability difference (ring and ball) (°C)	Minimum adhesion	
								at 5°C (%)	at 50°C (%)
Plastomer polymer (EVA)		B4	48	0,5	300	45	2	90	
Elastomer polymer	SBR	B8	47	1,0	1000	55	2	90	100
	SBS	B8	49	1,0	500	60	2	90	
	SBR	B4	45	0,5	1000	55	2	90	
	SBS	B4	47	0,5	500	60	2	90	100
Test method	-	-	ASTM D36	ASTM D4402	DIN 52013	DIN 52013		*Mod Vialit method	

* The Modified Vialit method: See "Technical Guidelines for Seals using homogeneous modified Binders", Sabita Manual 15, May 1994.

TABLE 4302/8 SINGLE-SIZED CRUSHED AGGREGATE GRADES 1, 2 AND 3

Sieve size (mm)	Grade	Percentage by mass passing						
		26,5 mm nominal size	19,0 mm nominal size	13,2 mm nominal size	9,5 mm nominal size	6,7 mm nominal size	4,75 mm nominal size	2,36 mm nominal size
37,50	Grades 1 & 2	100	-	-	-	-	-	-
26,50		85 - 100	100	-	-	-	-	-
19,00		0 - 30	85 - 100	100	-	-	-	-
13,20		0 - 5	0 - 30	85 - 100	100	-	-	-
9,50		-	0 - 5	0 - 30*	85 - 100	100	-	-
6,70		-	-	0 - 5**	0 - 30*	85 - 100	100	-
4,75		-	-	-	0 - 5**	0 - 30*	85 - 100	100
3,35		-	-	-	-	-	0 - 30	-
2,36		-	-	-	-	0 - 5**	0 - 5	0 - 100
	Grade 3	Grading shall comply with the requirements for grades 1 and 2 with the following exceptions: * 0 - 50 ** 0 - 10						
Fines content: Material passing a 0,425 mm sieve (max)	Grade 1	0,5	0,5	0,5	0,5	0,5	1,0	15,0
	Grade 2	1,5	1,5	1,5	1,5	2,0	2,5	15,0
	Grade 3	N/A	N/A	2,0	2,0	3,0	3,5	15,0
Dust content: Material passing a 0,075 mm sieve (max)	Grade 1	N/A	N/A	N/A	N/A	N/A	N/A	2,0
	Grade 2	0,5	0,5	0,5	0,5	1,0	1,0	2,0
	Grade 3	N/A	N/A	1,5	1,5	1,5	1,5	2,0

TABLE 4302/9 SAND

Sieve size (mm)	Percentage by mass passing
4,75	95 (minimum)
0,425	50 (minimum)
0,075	20 (maximum)
Plasticity Index : Non-Plastic	

(2) Hardness

When tested in accordance with TMH1 method B1, the aggregate crushing value shall not exceed 21 and when tested in accordance with TMH1 method B2 the 10% FACT value (dry) shall be at least 210 kN and the wet to dry ratio shall be at least 75%.

The polishing stone value shall be at least 50 unless otherwise specified or approved by the engineer.

(3) Shape

The maximum flakiness index, when tested in accordance with TMH1 method B3, shall comply with the requirements in table 4302/10.

TABLE 4302/10

Nominal size of aggregate	Maximum flakiness index %	
	Grade 1	Grade 2 and 3
19,0 mm	25	30
13,2 mm	25	30
9,5 mm	30	35
6,7 mm	30	35

If so required for special purposes, the average least dimension (ALD) shall be as indicated in the project specifications.

(ii) Aggregate for slurry seals

The aggregate for slurry seals shall be an approved crusher sand obtained from a parent rock having an ACV not exceeding 30 or a mixture of such crusher sand and an approved clean natural sand, where the mixture does not contain more than 25% of natural sand. The aggregate shall be clean, tough, durable, angular in shape, and shall comply with the grading requirements given in table 4302/11 for the slurry and the grade or type of aggregate specified.

TABLE 4302/11 GRADING LIMITS OF AGGREGATE FOR SLURRY SEALS

Sieve size (mm)	Percentage passing sieve, by mass				
	Fine slurry			Coarse slurry	
	Fine grade	Medium grade	Coarse grade	Type 1	Type 2
13,200					100
9,500				100	85-100
6,700		100	100	85 - 100	70 - 90
4,750	100	82 - 100	70 - 90	70 - 90	60 - 80
2,360	90 - 100	56 - 95	45 - 70	45 - 70	40 - 60
1,180	65 - 95	37 - 75	28 - 50	25 - 45	25 - 45
0,600	42 - 72	22 - 50	19 - 34	15 - 30	15 - 30
0,300	23 - 48	15 - 37	12 - 25	10 - 20	10 - 20
0,150	10 - 27	7 - 20	7 - 18	6 - 15	6 - 15
0,075	4 - 12	4 - 12	2 - 8	4 - 10	4 - 10

The sand equivalent determined in accordance with SABS 838 (TMH1 method B19) shall be at least 35.

The immersion index of briquettes made with slurry aggregate and road grade B8 (80/100 penetration-grade) bitumen at the specified net bitumen content for the slurry shall be not less than 75 when tested in accordance with method C5 of TMH1.

In addition, unless otherwise specified, for rapid setting slurries the supplier shall assess the compatibility of the binder offered with aggregates from suitable sources nearest to the site prior to tender closure.

TABLE 4302/12 GRADING LIMITS OF AGGREGATE FOR SLURRY USED FOR TEXTURE IMPROVEMENT ONLY

Sieve size (mm)	Percentage passing sieve by mass
1,180	100
0,600	82 - 100
0,300	50 - 70
0,150	20 - 35
0,075	7 - 15

(c) Filler for slurry

Ordinary portland cement shall comply with SABS 471 and portland blast-furnace cement (PBFC) with the requirements of SABS 626.

Road lime shall comply with the requirements of SABS 824 (Lime for Soil Stabilization) and shall bear the SABS mark.

Only one of the above materials shall be used throughout, in order to prevent undesirable colour differences in the surface.

4303 PLANT AND EQUIPMENT

(a) General

All plant and equipment used on the works shall be of an adequate rated capacity and in a good working condition.

All plant and equipment that will be operated on the road during construction of the seal shall be free from 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.

(f) Mixer for slurry

A mobile mixer of a type approved by the engineer shall be provided. It may be either a batch mixer or a continuous type mixer. The paddles of the mixer shall be so designed as to ensure a complete blending of the constituents of the slurry.

For the rapid setting slurry types, the mixing and application of the slurry shall be done by a mixer designed to provide a rapid mixing time, and sufficient agitation within the spreading system to prevent segregation or premature hardening. The mixer shall be capable of continuous mixing and application.

The purpose designed mixer for continuous type mixing of either conventional or rapid setting slurries, shall be equipped with precise metering systems to enable the various constituents to be combined continuously to the prescribed formulation.

No central mixing plant will be allowed. Details of the type of mixer shall be submitted in advance of actual construction, for approval by the engineer.

Spreader box for slurry

The type of spreader box used for spreading the slurry shall be submitted to the engineer, in advance, for approval. The spreader box for rapid setting slurry shall be of a proven and approved type, fitted with a proven and approved device to ensure sufficient agitation within the spreader system.

The spreader box shall be so constructed as to distribute the weight onto metal skids in such a way that no damage shall be done to the surface when the box is in operation.

Soft rubber belting shall be attached to the framework in such a manner as to prevent slurry from being spilt past the sides of the spreader box when the box is in operation.

The spreader box shall be capable of spreading a uniform application of the slurry in adjustable widths from 1,5 m to 4,0 m, at specified rates, and it shall have efficient mechanical means of adjusting the rates and widths of application specified.

(c) Other constraints

(i) The following curing periods shall apply to the various treatments listed, prior to applying a seal/reseal unless otherwise specified in project specifications:

Texturing using fine slurries	6 weeks
Rapid setting slurry (rut filling, etc)	12 weeks
Crack sealing	2 weeks
Repair of distressed patches	6 weeks

(ii) Unless otherwise agreed by the engineer, and subject to the outcome of a trial section, the contractor shall programme all spraying to cease each working day at 15:00 h.

C3.3.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.3.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015.

C3.3.2.2 Amendments to the Standard Specifications

Amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION

In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

The tenderer shall note that the standard **COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the GCC Conditions of Contract** as amended by the Particular Conditions of Contract to be found in Part C1 of this document. The employer assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses.

B12.03 Contractor time related obligations in respect of Occupational Health and Safety Act and Construction Regulations

Description	Unit
(a) Health and safety obligations	Month
(b) Special Information Signs (2No.)	PC Sum
(c) Provision for security guards for the duration of the contract	PC Sum

The unit of measure for the health and safety obligations will be monthly, this will cater for the full compensation for all the health and safety needs for the contract period, should the contract period be extended the specified Prime Cost Sum Payment shall be adjusted.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract.

B12.04 Health and safety obligations

Description	Unit
(a) Submission of the health and safety file	Lump Sum

The unit of measure shall be a lump sum for the health and safety file. The tender rate shall include full compensation for all efforts required to complete the health and safety file

C3.3.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications. Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

C3.4.3 Variations and Additions to the Standard and the Particular Specifications

Variations and additions to the Standard Specifications are listed in the Annexures to the Scope of Works.

C3.3.4 Known services

Existing services are indicated on the drawings and visible on site. The Contractor shall make himself acquainted with all existing services. Under no circumstances shall the Contractor alter or in any way interfere with the existing works or underground services unless authorised by the Employer's Agent.

Where existing works are of such a nature that the Employer's Agent may require them to be moved by the Contractor, the cost of such work will be paid for at scheduled rates or on dayworks basis. The Contractor will be held responsible for damages to any existing works and any damages caused shall be made good at his own cost without delay.

The Contractor is to exercise care when the proposed work is to cross an existing service, or work is to be performed close to an existing service. Prior to commencement of the relevant portion of the proposed works the Contractor with the Employer's Agent or his duly appointed representative shall also perform a visual inspection of the area in question. This inspection will not waive the Contractor of his obligations with respect to care of the works referenced in the General Conditions of Contract.

No other existing services are known to exist that may be affected by the works to be constructed under this contract. However, the Contractor shall ensure before excavating that there are no visible services or obstructions that require safeguarding.

C3.3.5 Damage to services

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages. Damage that occurs to unknown services during construction will be paid for by the Employer.

However, all services that have been located and exposed, and are subsequently damaged by the Contractor or his subcontractor, shall be reinstated to the same state as it was before the damage occurred at the cost of the Contractor. Damaged services must be repaired on the same date of occurrence and not be delayed without the written approval of the relevant service authority.

C3.3.6 Reinstatement of services and structures damaged during construction

The Contractor shall inform the Employer's Agent immediately when a service or structure is damaged. The extent of the damage and a proposal on how to reinstate the service or structure shall be submitted to the Employer's Agent on a sketch with dimensions and time frames.

The Contractor shall not be allowed to reinstate any service or structure unless indicated so by the Employer's Agent. The Contractor shall render all reasonable assistance to the service or structure owner with the reinstatement of the service or the structure if required.

The Contractor shall be liable to reinstate the service or structure to its original state.

C3.3.7 Services and facilities provided by the employer

C3.3.7.1 Water and Electricity Supply

The Contractor shall make his own arrangements with the Municipality for the necessary connections and additional reticulation, the cost, if any, of which will be for the Contractors account. Water shall be used sparingly and if in the opinion of the Employer's Agent excessive consumption by the contractor occurs then the cost of such excessive consumption shall be borne by the Contractor.

The Contractor shall make his own arrangements for the supply of electricity that he may require for the execution of the works and the costs of any connections, additional reticulation and the supply of electricity shall be borne by the Contractor.

C3.3.8 Facilities provided by the Contractor

The Contractor shall provide, maintain and remove his own facilities to the satisfaction of the Employer's Agent. The Contractor shall provide the area around his office, stores and sheds (i.e. the "Camp") with adequate security fences and security personnel to ensure that unauthorised persons do not enter the camp area.

The tendered sums, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing as specified, in addition to all other facilities specified and as required by the Contractor for his own purposes.

C3.3.8.1 Location of Contractors Camp Site

The Contractor may locate his site offices at the Sports Facility, or an alternative site selected by the Contractor subject to written approval of the Employer.

The Contractor shall be responsible for obtaining the necessary permission/s from the relevant authorities and communities for the establishment of the offices, camp and depot and for all arrangements for the housing of the Contract workforce. No part of any National or Provincial Road reserve may be used for either the Contractor's camp or for housing the Contractor's workforce.

The Contractor shall provide sufficient latrine facilities for its workers as required by local regulations and these shall be located in close proximity to the individual work areas.

The Contractor shall be responsible for providing and maintaining his own security arrangements for the duration of the Contract.

On completion of the Works, or when ordered by the Employer's Agent, the Contractor shall remove all temporary buildings and latrines and restore the Site to a clean and sanitary condition to the satisfaction of the Employer's Agent and rehabilitate the area in accordance with the EMP.

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.3.8.2 Housing

No housing is available nor shall be allowed on site for the Contractor's employees. It is the sole responsibility of the Contractor at his own cost to house his employees and transport them to and from the site.

C3.3.9 Facilities for the Employer's Agent

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer's Agent to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

C3.3.9.1 Office accommodation

Separate office space is not required by the Employer's Agent. The Contractor shall however provide a suitable office on site wherein the Employer's Agent or his representative can operate whilst on site and site meetings may be held as specified in C3.4.9.2.

The Employer's Agent and his Representative shall be allowed free use of all the Contractors site facilities.

The Employer's Agent and the Employer's Agent's Representative shall be allowed free use of survey equipment and assistant to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

C3.3.9.2 Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of ten (10) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

C3.3.9.3 Contract name boards

The Contractor shall provide, erect and maintain the contract name board in such a position directed by the Employer's Agent, which name board shall, unless otherwise specified elsewhere in the Contract, comply with the MIG standard project board with regard to size, painting, decorating and detail. The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove it on completion of the Contract.

C3.3.9.4 Electricity supply for the Employer's Agent

All electricity supply to the Employer's Agent's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Employer's Agent.

The Contractor shall be liable for and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the Employer's Agent on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

C3.3.9.5 Site instruction book and Site diary

The Contractor shall keep an A4 triplicate book for site instructions on the Site at all times and provide a Site Diary for daily completion by the Contractor.

C3.3.10 Laboratory Facilities

The Contractor shall provide and allow for his own facilities, apparatus and procedures for the testing of materials and the process control testing of materials and workmanship in order to ensure compliance with the requirements of the Specifications. The Employer's Agent shall only carry out control tests.

C3.3.11 Other facilities and services

C3.3.11.1 Waste Disposal

The Contractor shall make his own arrangements for solid and liquid waste disposal. Disposal will take place at an approved Site.

C3.3.11.2 Telephone Facilities

The Contractor shall be responsible for arranging his own telephone facilities and shall be responsible for all costs relating thereto.

C3.3.11.3 Ablution Facilities

NO Ablution facilities are available on site. Facilities must be provided and maintained in a clean and sanitary condition by the Contractor for the duration of the contract at his own cost in line with statutory Environmental regulations.

C3.3.12 Notice boards, signs and barricades

All notices, signs and barricades may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates. The Employer's Agent shall have the right to instruct the Contractor to move any sign or notice to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.3.13 Dealing with Water

While generally high-water tables are not anticipated, ground water may well be encountered in trench, foundation and general excavations.

The Contractor shall make provision and allow for all dewatering and keeping dry such excavations. If not specifically scheduled, all costs for this operation for the duration of the contract shall be deemed to be included in the General charges of the Contractor

C3.3.14 Alterations, additions, extensions and modifications to existing works.

The Contractor shall prior to commencement of construction works in any particular area satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and shall notify the Employer's Agent of any areas of dissatisfaction.

C3.3.15 Wayleaves, Permissions and Permits

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits. The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand. The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.3.16 Deliveries:

Delivery must take place within 5 working days of placing an official order. The delivery rate must be included in the material rate. A minimum of 30 ton per material type must be ready to be delivered to the municipality delivery address.

The delivery addresses will be:

Technical Services depot, 185 Market Street, PRINCE ALBERT

Technical Services off - loading yard, Market Street (Next to the District Depot Section), PRINCE ALBERT

Delivery of products must include the off-loading thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.

C3.4 Procurement

C3.4.1 Preferential procurement procedures

The procurement of goods and services for any project or other requirement of the municipality should cater for the engagement of local SMME sub-contractors and local suppliers. This will provide opportunities for local economic development of smaller businesses to increase their share in public sector procurement.

C3.4.2 Subcontractors (Targeted)

No Subcontractors will be targeted on this project.

C3.4.3 Local Labour

It is the intention that this contract should make the maximum possible use of the local labour force which is at present unemployed. To this end it will be expected of the Contractor to limit the use of non-local employees to key personnel only and to employ and train local labour on this contract.

The contractor must ensure that at all times he/she make use of local labour which must be from Prince Albert. A minimum of 90% of the unskilled labour force must be procured from the local community in which the project is undertaken.

C3.5 Management

C3.5.1 Standardised management specifications for construction works

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

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C3.5.2 Construction Programme and Methods

The Contractor will be required to develop and maintain for the full duration of the contract; a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take into account all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour in compiling a construction programme. The contractor shall ensure that all services are maintained during the construction process, and this shall be taken into account when the construction programme is compiled.

This programme shall be in the form of a bar chart or other time/activity form acceptable to the Engineer. The programme shall clearly show the anticipated quantities, values, labour and plant resources required for works to be performed each month. The initial programme is to be submitted in accordance with the stipulations of Clause 5.3.2 of the contract data applicable to the General Conditions of Contract GCC 2015

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion. Any proposal to increase the tempo of the work must be accompanied by positive steps to increase production by either providing more labour and plant on site, or using the available labour and plant in a more efficient manner. Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as specified in General Conditions of Tender.

The acceptance by the Engineer of any programme shall have no contractual significance other than that the Engineer is satisfied that if the work is carried out according to such programme the contract requirements and deadlines would be met. It shall not limit the right of the Engineer to instruct the contractor to vary the programme should circumstances make this necessary.

C3.5.3 Format of communications

No press statements are allowed without the prior written approval of the Employer. Contractual communication will flow between the Contractor and Employer's Agent as normally required. Normal routine matters should as far as possible be resolved on site between the Contractor's Agent and Employer's Agent's Representative. All instructions to the Contractor will be in writing and shall be deemed to have been received if left with the Contractor or his agent at the site of the works or at the business premises of the Contractor. The format of the letters, invoices etc., will be determined and agreed at the first site meeting.

C3.5.5 Key personnel

The Contractor is deemed to have, in making his offer, all key personnel available as declared on the Schedule of Key Staff Experience to perform the works entirely in the contracted time and cost. The Employer's Agent and his duly appointed representative will be the key contacts on site.

C3.5.6 Management meetings

Monthly Progress Meetings shall be held with the first meeting called the site handover meeting. The Contractor will be supplied with an appropriate agenda for the progress meetings and the meetings shall be chaired by the Employer's Agent or his duly appointed representative. The Contractor shall arrange for his Contracts Manager and Site Agent to attend these meetings. The Employer's Agent or his duly appointed representative shall be responsible for issuing of the minutes.

C3.5.7 Electronic payments

The Contractor shall provide his banking details to enable electronic payments to be made; such payments shall be at the direction of the PRINCE ALBERT LOCAL MUNICIPALITY's procurement policy.

C3.5.8 Daily records

A Daily Site Diary shall be used by the Contractor for recording day by day the state of the weather, the work done each day and full details of any circumstance which may affect the progress of the works. One original sheet and two copies shall be used for each day. The original sheet of each set of 3 pages will be retained by the Employer's Agent or his representative. The Contractor may remove the second sheet, but the third sheet shall be retained on the site until completion of the works, when it shall be handed over to the Employer's Agent.

C3.5.9 Reporting

The Contractor shall submit a monthly progress report to the Employer's Agent at least three days before each monthly site meeting and the report shall provide the following details:

- a) A summary of progress on site over the month preceding the site meeting as a detailed narrative to the contract programme.
- b) Those activities which are running late in terms of the accepted programme and the Contractor's proposed actions to redress the situation.
- c) All plant, labour and materials utilised
- d) Planned vs actual expenditure on local SMME's and suppliers

C3.5.10 Payment certificates

The monthly payment certificate to be submitted by the Contractor in terms of the General Conditions shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof and tax invoice before the 20th of each month.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of the General Conditions to submit the signed payment certificate to the Employer and the Contractor and shall also be added to the period in which the Employer is required to make payment to the Contractor.

Payment for particular items scheduled shall conform to the applicable payment clauses of the Pricing Data, Project Specifications and the Particular Specifications.

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) added to calculate the total amount payable on the invoice.
If penalties are payable, they will be deducted prior to the addition of VAT but after the calculation of retention.

C4 Site Information

C4.1 Description of the Site

The Prince Albert Local Municipality is a Category B municipality located within the Central Karoo District in the Western Cape Province. It is the smallest of the three municipalities that make up the district, though it accounts for a quarter of its geographical area. The Municipality provides services to Leeu Gamka, Prince Albert Road, Klaarstroom and Prince Albert.

Layout plan North End



Layout Plan South End



C4.2 Historical Information

Prince Albert lies on the south edge of the Great Karoo, nestling under the majestic Swartberg Mountains. Prince Albert was found in 1762 on the loan farm De Queek Vallei with Zacharias De Beer as its first incumbent. Originally known as Albertsburg, when it obtained municipal status in 1845, it was renamed Prince Albert in honour of Queen Victoria's consort, Prince Albert of Saxe-Coburg.

C4.3 Nature of Ground and Subsoil Conditions

Prince Albert's ground and subsoil are characterized by the Karoo Supergroup, specifically the Prince Albert Formation and potentially the overlying Whitehill Formation, comprising layers of sandstones and shales hardened by dolerite intrusions. The soils generally have low fertility and are vulnerable to erosion, though fertile, deeper soils exist along river tributaries. The area is prone to high soil salinity and corrosivity, posing challenges for construction and development.

C4.4 Climate Information and Working Conditions

The Municipality lies on the southern edge of the Great Karoo, a semi-desert region. The climate in the Central Karoo is considered to be a local steppe climate. The average annual temperature is 17,4°C and the annual rainfall is 297 mm. The driest month is September, with 17 mm of rain. The maximum quantity of rainfall is observed during the month of November, with an average value of 36 mm. The climate table and weather patterns per month are given in the table below: Information courtesy of <https://en.climate-data.org/> C4.1.5: Other Information Prince Albert: In 2011, Prince Albert had a total population of about 9 822 persons with approximately 2 793 households.

C4.5 Other Information

Prince Albert: In 2011, Prince Albert had a total population of about 9 822 persons with approximately 2 793 households. By 2025, the total population of Prince Albert is estimated to be approximately 11 448 people with 3 255 households based on an average growth rate