

NABABIEP NATURE RESERVE



LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The Project Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General and Special Conditions of contract, project specifications, Pricing Schedule, Form of offer and Site Information is issued by the Employer (see note 3) below. 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 2: Drawings.(none)- Typical standard details will be issued during construction
- Volume 3: The general Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, (Short title : "General Conditions of Contract 2015") which the tenderer shall purchase himself. (See note 1 below).
- Volume 4: The COLTO Standard Specifications for Road and Bridge Works 1998, issued by the Committee of Land Transport Officials, which the tenderer shall purchase himself. (See Note 2 below).

The conditions of tender are the standard conditions of tender as contained in the South African Bureau of Standards, SANS 10845-3:2015, Construction procurement – Part 3: Standard conditions of tender, document, which the tenderer shall purchase himself.

Notes to tenderer:

1. Volume 3 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.
2. Volume 4 is obtainable from SAICE, Private Bag X200, Halfway House, 1685. Tel: (011) 8055947/8, e-mail: civilinfo@saice.org.za.
3. Volume 1 will be available on the website :www.etender.gov.za and contains the following files:
 - The full Project Document in PDF format (excluding the standard condition of tender)
 - The returnable forms in PDF format
 - The pricing data in PDF and excel format

The standard conditions of tender (SANS 10845-3) is obtained from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001. Tel: (012) 428 7911 Fax: (012) 344 1568, www.sabs.co.za.

At contract stage Volume 1 will be a bound signed paper copy containing the following documents:

- Returnable schedules relevant to the project
- Agreements and Contract Data
- Pricing Data
- Scope of Work
- Site Information

4. Volume 2 will be available on the website :www.etender.gov.za.
5. **SUBMISSION OF TENDER** – of the contract documents, only the following elements of Volume 1 needs to be submitted in a neatly bound file in the following order:
 - Form of Offer and Acceptance (paper copy)
 - All returnable schedules (paper copy)
 - Pricing Schedule (paper copy)
 - Completed pricing schedule (on CD)
 - Summary for tender opening purposes



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Department:
Environment & Nature Conservation
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

90 Long Street
Private Bag X6102
Kimberley
8300

Tel. 053-807 7300
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NORTHERN CAPE PROVINCE
DEPARTMENT OF ENVIRONMENT AND NATURE CONSERVATION

TENDER DOCUMENT

For

ROAD MAINTENANCE AND FLOOD DAMAGE FOR NABABIEP

TENDER NO.: DENC/NC/ROAD CONSTRUCTION/02/2021

ISSUED ON BEHALF OF:

The Department of Environment and Nature Conservation

90 Long Street, Old Sasko Building, Kimberley, 8301

Contact: Ms Z. Ndlovu/ A. Montse

Tel: (053) 807 7300

E-mail : zndlovu@ncpg.gov.za

TENDERER.....

TENDER VALUE(Inc.VAT):.....

NORTHERN CAPE PROVINCE

DEPARTMENT OF ENVIRONMENT AND NATURE CONSERVATION

TENDER NO.: DENC/NC/ROAD CONSTRUCTION/02/2021

CONTRACT NO. NC

TABLE OF CONTENTS	PAGE	APPLICABLE
FOREWORD	(iii)	Y
SUMMARY OF TENDER OPENING PURPOSES	(iv)	Y
 <u>THE TENDER</u>		
PART T1: TENDERING PROCEDURES.....	T1-4	
T1.1 INVITATION TO TENDER.....	T1-4	N
T1.2 CONDITIONS OF TENDER.....	T1-10	Y
T1.3 TENDER DATA.....	T1-23	N
PART T2: RETURNABLE DOCUMENTS.....	T2-1	
T2.1 LIST OF RETURNABLE DOCUMENTS.....	T2-2	Y
T2.2 RETURNABLE SCHEDULES.....	T2-3	Y
 <u>THE CONTRACT</u>		
PART C1: AGREEMENT AND CONTRACT DATA.....	C1-2	
C1.1 FORM OF OFFER AND ACCEPTANCE.....	C1-4	Y
C1.2 CONTRACT DATA	C1-28	Y
PART C2: PRICING DATA.....	C2-1	
C2.1 PRICING INSTRUCTIONS.....	C2-3	Y
C2.2 PRICING SCHEDULE.....	C2-6	Y
PART C3: SCOPE OF WORK.....	C3-1	
C3.1 PROJECT SPECIFICATION.....	C3-3	Y
PART C4: SITE INFORMATION	C4-1	
C4.1 LOCATION OF THE PROJECT.....	C4-3	Y
C4.2 AVAILABLE INFORMATION.....	C4-3	N
C4.3 DRAWINGS.....	C4-4	N
C4.4 ANNEXURES.....	C4-8	Y

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

THE **TENDER** consists of two parts, namely:

- **T1:Tendering procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2:Documents to be returned by the tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the employer.

THE **CONTRACT** consists of three parts, namely:

- **C1:Agreements and Contract Data**
- **C2:Pricing Data;**
- **C3:Scope of Work** (specifications and project specifications);

Each part of each cluster or volume is preceded by its own table of contents.

SUMMARY OF CONTRACTOR DETAILS

Name of contractor submitting the tender:

Tender amount (as stated in the Form of Offer): R

Preferences claimed: (a) BBBEE Level of Contribution:

Specified time for completion: Months

Discounts offered?(Yes / No)

Details of discounts

offered:

.

.....

Details of contact person:

Name (Print):

Telephone No:Fax No :

e-mail address :

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE ON BEHALF OF TENDERER:

NORTHERN CAPE PROVINCE

DEPARTMENT OF ENVIRONMENT AND NATURE CONSERVATION

TENDER NO.: DENC/NC/ROAD CONSTRUCTION/02/2021

CONTRACT NO. NC

ROAD MAINTENANCE AND FLOOD DAMAGE FOR NABABIEP

THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

T1.2 STANDARD CONDITIONS OF TENDER

Notes to tenderer

1. The legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) are included in their entirety. The Department's special conditions of Tender are shown in italics as amending, deleting or adding to parts of or entire clauses of the Standard Conditions.
2. The Standard conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
3. Tender Data and Tender Schedules are included separately after the tender conditions.

T1.2.1 SPECIAL CONDITIONS

1. Procurement of materials and employment of labour force

It is a requirement of this contract that the Main Contractor, be it a joint venture or a consortium or a single organization must comply to the following:

- 1.1 Procure a minimum of **75%** of contract value of materials (excluding bituminous materials) from within the Northern Cape. (C 3.6.12(c))
- 1.2 Employ all unskilled and semi-skilled labour force required for the contract from within the local community. (C 3.6.12(d)).

1.2.1 A minimum peak oflocal labourers has to be employed during the contract.

Signed

Date

Name

Position

Tenderer

T.1.3 TENDER DATA

1. GENERAL

The Conditions of Tender in Section T1.2. are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data in this Section T1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

<u>Clause number</u>	<u>Wording</u>
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F1.	GENERAL
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F.1.2	Tender Documents
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The tender documents issued by the Employer comprise:

a) **VOLUME 1** : PROJECT DOCUMENT containing the following:

PART T1: **THE TENDER**
TENDERING PROCEDURES

T1.2 CONDITIONS OF TENDER
T1.3 TENDER DATA

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS
T2.2 RETURNABLE SCHEDULES

PART C1: **THE CONTRACT**
AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITY

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

b) **VOLUME 2: DRAWINGS**

The following documents also forms part of the tender and contract, but must be purchased by the tenderer her/himself.

- c) **VOLUME 3:**
General Conditions of Contract for construction works, Second Edition, 2010, issued by the South African Institute of Civil Engineering.
- d) **VOLUME 4:**
The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, issued by the Committee of Land Transport Officials.

F.2.1 Eligibility

- F2.1.1 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
- F2.1.2 Only those tenderers who are registered with the CIDB under the contractor development program, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
 - a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the class of construction work; and
 - b) Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirements of the scope of works for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders and

F.2.7 Site visit and clarification meeting:

The arrangements for a compulsory site visit to determine and agreed on quantities.

F.2.12. Alternative tender offers

If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13 Submitting a tender offer

F2.13.3 Tender offers shall be submitted as an original only.

F2.13.5 The Employer's address:

The Department of Environment and Nature Conservation
Pravite Bag x 6102
90 Long Street
KIMBERLEY
8301

F.2.16 Tender offer validity

The tender offer validity period is 80 calendar days from the closing time for submission of tenders.

F. 2.18 The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement

F.3.5 Two-envelope system

The two-envelope system will not be followed for this contract.

F.3.11 Evaluation of tender offers

F3.11.1 General

Tender offers will be evaluated on Method 2: Financial offer and preferences.

F3.11.2 Scoring Financial Offers

a) The financial offer

$$N_p = W \times A$$

Where $W = 80$

The formula to be used in the scoring of the Financial offer will be Formula 2, Option 1:

$$A = \{1 - (P - P_m) / P_m\}$$

A maximum of 90 points will be awarded to the lowest responsive comparative tender. A negative value for N_p will indicate that the tender is unrealistically high, and should be eliminated if there are no other restrictions.

b) The following formula to allow for preferential procurement must be applied to calculate the total number of points for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution:

$$N_e = N_{slc}$$

where:

N_e = number of points allowed for Preferential Procurement (max = 10)

N_{slc} = status level of contribution (max = 20)*

c) Total number of points (N_T) will be calculated as follows:

$$N_T = N_e + N_{sic} \quad (\text{Max} = 100)$$

F3.11.3 **Scoring quality (functionality)**

No points will be allocated to scoring of quality.

F.3.13 **Acceptance of tender offer**

F3.13.1 **Tender offers will only be accepted if:**

- a) the tender offer is signed by a person authorized to sign on behalf of the tenderer;
- b) the tenderer is SARS compliant and registered on the central suppliers database.
- c) tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 as well as the tenderer's health and safety plan, is included with his tender submission;
- d) the tenderer or a competent authorized representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- e) if not yet registered with the CIDB, the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- f) the tenderer or any of its directors is not listed on the Register of TenderDefaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the publicsector; and
- h) the tenderer has completed:
 - i) Declaration of Interest (NCP 4)
 - ii) Declaration of past Bidder's Supply Chain Management practices (NCP 8)
 - iii) Certificate of Independent Bid Determination (NCP 9)
- i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

PART T2: RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

The tender document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the certificates and forms to be provided with the tender are listed under the returnable schedules and forms in T2.2 hereafter.

The list of returnable documents comprises the following:

1. All the returnable schedules and forms listed in T2.2.1: Returnable schedules required for tender evaluation purposes.
2. All the returnable documents listed in T2.2.2: Returnable schedules that will be incorporated into the contract;
3. All the agreements and forms listed in T2.2.3: Pro forma forms to be completed by successful tenderer;
4. All the forms and agreements in the Contract Data in C1.1 and C1.2, where some of the forms (agreements) need to be completed only by successful tenderer;
5. Pricing Data in C2.2: Pricing Schedule.

T2.2 RETURNABLE SCHEDULES

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

FORM	DESCRIPTION	PAGE
A	CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING	T2-5
B	CERTIFICATE OF AUTHORITY	T2-6
C	NCP 4: DECLARATION OF INTEREST	T2-12
D	NCP 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T2-15
E	NCP9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	T2-17
F	COMPULSORY ENTERPRISE QUESTIONNAIRE	T2-20
G	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014	T2-22
H	PROOF OF CENTRAL DATABASE REGISTRATION	T2-23
I	TAX COMPLIANT	T2-24
J	SPECIAL CONDITIONS	T2-25
K	NCP 6.1: PREFERENTIAL PROCUREMENT REGULATION 2011	T2-27

NOTE : The tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tender and the eventual contract will be based on the information provided by the tenderer. Failure of the tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on grounds that the tender is not responsive.

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

FORMA: CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING

This is to certify that I, (tenderer)
of (address)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (location).....
..... on (date)..... starting at (time)

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date:

FORMB: CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director :

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

FORM C: NCP 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

.....
Position occupied in the state institution:

Any other particulars:

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

- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

- 2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

- 2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

- 2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

- 2.7.4 If so, furnish particulars:

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

- 2.8 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

- 2.8.1 If so, furnish particulars:

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

- 2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.10.1 If so, furnish particulars:

.....

.....

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Number	Employee / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

FORM D: NCP 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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 ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....

SIGNATURE

DATE

.....

.....

POSITION

NAME OF BIDDER

.....

FORM E: NCP9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (NCP) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This NCP serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (NCP 9) must be completed and submitted with the bid:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

FORMF: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Attach to this form the most recent financial statements of the tendering entity.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ an employee or a member of board of directors of cidb |

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

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ an employee or a member of board of directors of CIDB |

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise
name

FORM G: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014

Note to tenderer:

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

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

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

SIGNATURE ON BEHALF OF TENDERER:

FORMK: PREFERENTIAL PROCUREMENT REGULATION 2017

NCP 6.1: THIS BID WILL BE ADJUDICATED IN TERMS OF THE 90/10 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT REGULATION 2017

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (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 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable or

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity only, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends to sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B- BBEE status level certificate issued by an accredited agency as contemplated in paragraph 1.4.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B-BBEE status level certificate issued by an accredited agency as contemplated in p 1.4.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution:..... = 10 points

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

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? %
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? **YES / NO** (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :.....

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

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

- (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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE

.....
SURNAME AND INITIALS

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

2.

.....
SIGNATURE

DATE:

ADDRESS:

.....

SURNAME AND INITIALS

.....

FORM L: LABOUR FORCE

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

Type of labour	Man-hours	Total wage cost (excl. Vat)
Permanent Labour		
Temporary Labour		
SMME/BE's Labour		
Total		
Percentage		

Notes to tenderer:

1. Labour is defined as hourly paid personnel.
2. An affirmative black enterprise (ABE) is defined as a company or economic activity that is at least 50.1% owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise.
3. Black people (BP) are defined as Africans, Coloureds and Indians who hold South African Citizenship through their birthright.
4. "Small Medium and Micro Enterprise or "SMME" is defined as a separate and distinct business entity, including cooperative enterprises and non-governmental organizations, managed by one owner or more, including its branches or subsidiaries, if any and which can be classified as a small, medium or macro enterprise by satisfying the criteria mentioned in Table A below in terms of the National Small Business Amendment Act 26 of 2003.

Table A

Size	Total Gross asset value (fixed property excluded) (less than)	Total annual turnover (less than)	Total full time equivalent of paid employees (less than)
Medium	R 5.0 m	R 26.0 m	200
Small	R 1.0 m	R 6.0 m	50
Very Small	R 0.5 m	R 3.0 m	20
Micro	R 0.1 m	R 0.2 m	5

SIGNATURE ON BEHALF OF TENDERER:

NORTHERN CAPE PROVINCE

DEPARTMENT OF ENVIRONMENT AND NATURE CONSERVATION

TENDER NO.: DENC/NC/ROAD CONSTRUCTION/02/2021

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENT AND CONTRACT DATA

TABLE OF CONTENTS		PAGE
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1-4
C1.2	CONTRACT DATA.....	C1-9

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

ROAD MAINTENANCE AND FLOOD DAMAGE FOR NABABIEP

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

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

.....

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

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

For the Tenderer:

Signature: *(of person authorized to sign the tender)*:

Name: *(of signatory in capitals)*:

Capacity: *(of Signatory)*:

Name of Tenderer: *(organisation)*:

Main Place of Business Address:

.....

Registered Place of Business Address:

.....

Telephone number: **Fax number:**

Signature and name of witness

Signature:

Name: *(in capitals)*:

Date:

ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Pricing Schedule
- Part 3 Scope of Work
- Part 4 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 authorized representative(s) of both parties.

The Tenderer shall within one week after receiving the 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 other 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 fulfill 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 when the Tenderer receives a letter of acceptance of offer, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the counter service for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission, or if delivered by telefax, one working day after transmission, or if delivered by e-mail, one working day after transmission.

For the Employer:

Signature:

Name: (*in capitals*).....

Capacity:

Name of Employer (*organisation*).....

Address:

.....

Signature and name of witness:

Signature:

Name:

Date:

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

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

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address.....*

.....

Witness :

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation).....*

.....

Witness :

Signature:

Name:

Date:....

CONFIRMATION OF RECEIPT

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

The.....(day) of (month) 20.....(year),
at.....(place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.2 CONTRACT DATA

TABLE OF CONTENTS		PAGE
C1.2.1	CONDITIONS OF CONTRACT.....	C1-10
C1.2.2	CONTRACT SPECIFIC DATA.....	C1-11
C1.2.3	DATA PROVIDED BY THE TENDERER.....	C1-12

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, (Short title: "General Conditions of Contract 2010") is applicable to this Contract and is obtainable from www.saice.org.za.

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

SCC 3.1.3 Specific Approval of the Employer required

The Engineer has to obtain specific approval or consent from the Employer for the decisions in the following clauses:

Clauses 3.2.1; 3.2.4; 4.7; 8.2.2.2; 6.3.2; 6.4.1.4; 5.8; 5.11; 5.7.3; 6.6.1; 2.2.3; 6.10.7; 6.11; 5.14.1; 5.16.1 and 7.8.2.2.

SCC 4.3.1 Compliance with applicable laws

Add the following:

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract."

SCC 6.2.3 Validity of performance guarantee

Performance guarantee means a guarantee issued by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) or by an insurance company duly registered in terms of the Insurance Act, 1998 (Act 35 of 1998).

SCC 6.6.2 Payment to subcontractor

Add the following:

"The above-mentioned procedure shall adhere to the prescribed regulations of the Northern Cape Province pertaining to procurement."

C1.2.2 CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Reference to	Clause	Information
Defects Liability Period	1.1.1.13	12 months
The time for achieving Practical Completion	1.1.1.14	6 months
Name of the Employer	1.1.1.15	The Northern Cape Province, Department of Environment and Nature Conservation
Pricing Strategy	1.1.1.26	Re-measurement Contract
Address of the Employer	1.2.1.2	90 Long Street Old Sasko Building KIMBERLEY 8300
Name of the Engineer	1.1.1.16	Roads Engineer
Address of the Engineer	1.2.1.2	Department of Roads and Public Works
Documentation required before commencement with Works execution	5.3.1	4.3 Health and Safety Plan
		5.6 Initial Programme
Commencement of Works	5.3.1	Within 14 days of instruction from the Engineer
Time to submit the documentation required before commencement with Works	5.3.2	21 Days
Non-Working Days	5.8.1	Sundays
Special non-working days	5.8.1	All public holidays and year end break
Year end break	5.8.1	From 15 December 2017 until 8 January 2018
Penalty for Delay	5.13.1	R1 000.00 per day or part thereof.
Latent Defect Period	5.16.3	3 Years
Materials on Site	6.10.1.5	80%
Limit of Retention Money	6.10.3	Not Applicable
Value of Plant and materials supplied by the Employer to be included in the insurance sum	8.6.1.1.2	Not Applicable R0
Professional fees for repairing damage and loss to be included in the insurance sum	8.6.1.1.3	R0
Limit of indemnity	8.6.1.3	Not Applicable
Contract Price Adjustment	6.8	Not Applicable
Procure materials (excluding bitumen) within Northern Cape	F1012 (d)	Page C3-135
Employ un- and semi-skilled labour from within local community	F1012(e)	Page C3-135

SIGNED ON BEHALF OF TENDERER:

C1.2.3 DATA PROVIDED BY THE CONTRACTOR

Reference to	Clause	Information	
Name of the Contractor	1.1.1.9		
Address of the Contractor	1.2.1.2	Physical	
		Postal	
		Email	
		Telephone number	
		Fax number	
Security to be provided	6.2.1	Type of Security (Value Added Tax excluded)	"Yes" or "No"
		Cash deposit of 10% of Contract Sum plus Retention of 10% of Value of the Works	NO
		Performance Guarantee of 10% of Contract Sum plus Retention of 10% of Value of the Works	NO

SIGNED ON BEHALF OF TENDERER:

PART C2: PRICING DATA

PART C2 : PRICING DATA

TABLE OF CONTENTS	PAGE
C2.1 PRICING INSTRUCTIONS.....	C2-3
C2.2 PRICING SCHEDULE.....	C2-6

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Pricing Schedule forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Pricing Schedule has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Pricing Schedule are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) and additional Project Specifications as per the Scope of Work.

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Pricing Schedule are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Pricing Schedule and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Pricing Schedule, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract, 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Pricing Schedule and in the Summary of the Pricing Schedule unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Pricing Schedule, or to the provisional percentages and sums in the Summary of the Pricing Schedule, will not be tolerated.

5. PRICING OF THE PRICING SCHEDULE

The prices and rates to be inserted by the Tenderer in the Pricing Schedule shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the Defects Liability Period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Pricing Schedule, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Pricing Schedule shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Pricing Schedule.

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

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Pricing Schedule as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2010, in respect of "sum" items in the Pricing Schedule shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

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

9. UNITS OF MEASUREMENT

The units of measurement described in the Pricing Schedule are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Pricing Schedule are as follows:

No.	=	number	
%	=	percent	
Sum	=		Lump sum
PC sum	=	Prime cost sum	
Prov sum	=	Provisional sum	

Nabablep Scope of Work

Construction stone pitch side drains

Construction of unlined v shape side drains

Construction of unlined V shape mitre drains

Re-gravelling of selected section of roads

Light Blading of selected sections of unpaved roads

Upgrading of steep unpaved road sections to concrete paved road sections

Item	Description	Unit	Quantity	Rate	Amount
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13,01	Contractor's general obligations:				
	(a) Fixed obligations	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	Month	3		
B13.02	Health and Safety Obligations:	Sum	1		
B13.03	Compensation for Community Liaison Officer				
	(a) Provisional for Community Liaison Officer	P Sum	1	16 500,00	16 500,00
	(b) Handling costs and profit in respect of B1303(a) above	%	16 500,00		
B13.04	Compensation for environmental control				
	(a) Environmental control officer provide by the contractor	Month	3		
	(b) EMP requirements for the contract	Month	3		
B13.05	Compensation for Engineering Design and Supervision Services				
	(a) Provisional for Engineering Design and Supervision	P Sum	1	55 000,00	55 000,00
	(b) Handling costs and profit in respect of B1305(a) above	%	55 000,00		
Carried Forward					

CONTRACT N°:

Nabatiep NATURE RESERVE FLOOD DAMAGE REPAIRS

ID	Description of Work	Unit	Scheduled	Date	Amount
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Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
Brought Forward					
B13.05	Contract Signboards	No	1		
B13.07	Construction of new survey beacons and protection of existing survey beacons:				
	(a) Provisional sum for new survey beacons to be constructed, or for existing survey beacons to be protected during construction	P Sum	1	7 000,00	7 000,00
	(b) Handling costs and profit in respect of B1307(a) above	%	7 000,00		
Total Carried Forward To Summary					7 000,00

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
1500	ACCOMMODATION OF TRAFFIC				
15,07	Blading by road grader of: Only where instructed by Site Engineer)				
	(a) Existing roads	km-pass	18		
15,08	Removel of oversize stone within road prism	m³	25		
Total Carried Forward To Summary					

Nabatiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
1700	CLEARING AND GRUBBING				
17,06	Removal of windrow along road side edges, where so indicated by the engineer	m ³	180		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
2100	DRAINS				
21,01	Excavation for open drains:				
	(a) Excavating soft material situated with the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m ³	680		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m ³	170		
21,02	Clearing and shaping existing open drains	m ³	5		
21,05	Bank and dykes	m ³	5		
21,07	Cut Mitre drains	m ³	85		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
3300	MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free-haul up to 1,0km:	m ³	180		
33,03	Cut to spoil				
	a) Soft excavations	m ³	25		
	b) Hard excavations	m ³	50		
33,12	Insitu treatment (existing road) by ripping and recompact	m ³	153		
33,13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	10		
	(b) Fill slopes	m ²	10		
33/1600	1600 : OVERHAUL				
33/16.02	Overhaul on material in excess of 1.0km (ordinary overhaul)	m ³ -km	120		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
34,01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
	c) Spot re-gravelling and compaction existing roads	m ³	50		
34/16.00	1600: OVERHAUL				
34/16.02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m ³ -km	50		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION				
51,01	Stone pitching:				
	(b) Grouted pitching	m ²	1200		
52,02	Surface preparation for stone pitching	m ²	1200		
52,03	Filter fabric (kaytech grade A4 or similar)	m ²	1200		
51,05	Concrete edge beams (250mm 450mm deep)	m ³	4		
51,07	Foundation trenches	m ³	300		
51,08	Riprap				
	a) Packed riprap	m ³	275		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
5200	GABIONS				
52.03	(a) Galvanized gabion mattresses				
	(i) 2m x 1m x 0.3m	m ³	1020		
52/16.0	1600: OVERHAUL				
52/16.02	Overhaul on material hauled in excess of 1,0km	m ³ -km	100		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
5600	ROAD SIGNS				
B56.10	Danger plates (a) Chevron plates at bridges and culverts, including 125mm diameter timber supports W401 (800 mm x 200 mm)	No	8		
Total Carried Forward To Summary					

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
8100	TESTING MATERIALS AND WORKMANSHIP				
81,02	Other special tests requested by the engineer	P C Sum	1	10 000,00	10 000,00
	(a) Contractor's charges and profit added to the prime cost sum	%	10 000,00		
Total Carried Forward To Summary					10 000,00

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

Item	Description	Unit	Scheduled Quantity	Rate	Amount
D1000	D1000: DAYWORKS				
D10.01	Personnel during normal working hours				
	(a) Unskilled labour	h	25		
	(d) Ganger	h	25		
	(e) Flagmen	h	25		
D10.02	Equipment				
	(a) Grader (CAT 140G or similar approved)	h	25		
	(b) Vibratory Roller (Bomag 212 or similar approved)	h	25		
	(d) Water truck (10000 litres)	h	30		
	(e) Tipper truck, 6.0m3	h	25		
Total Carried Forward To Summary					

CONTRACT NO:

Nababiep NATURE RESERVE FLOOD DAMAGE REPAIRS

SECT	DESCRIPTION		AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS		
1500	ACCOMMODATION OF TRAFFIC		
1700	CLEARING AND GRUBBING		
2100	DRAINS		
3300	MASS EARTHWORKS		
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL		
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION		
5200	GABIONS	CZ	
5600	ROAD SIGNS		
8100	TESTING MATERIALS AND WORKMANSHIP		
D1000	DAYWORKS		

SUB-TOTAL 1		
ADD 10% CONTINGENCY		
SUB-TOTAL 1		
ADD VAT 15%		
TOTAL PROJECT COSTS		