

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET

(UITZICHT STREET)

CONTRACT NO.: GLM08/2019

### **TENDER DOCUMENT**

TENDER SHALL HAVE THE CIDB CLASS GRADING OF: 3CE

NDERER	_
MOUNT TENDERED	
IOUNT IN WORDS	
DB REGISTRATION NUMBER	
DB GRADING	
NDER CLOSURE DATE	

### Issued by

The Municipal Manager Greater Letaba Municipality P.O.Box 36 Modjadjiskloof, 0835 Tel: (015) 309 9246

Fax: (015) 309 9419



### Prepared by:

T2-Tech Consulting Engineers P.O.Box. 233 Fauna Park, 0787 Polokwane Tel: (015) 291 3320

Tel: (015) 291 3320 Fax: (015) 295 2116



### **CONTRACT No. GLM08/2019**

# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### THE TENDER

C1.5

PART	T1: TENDERING PROCEDURES
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C1.2	Contract Data (White pages)
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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

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# THE TENDER

**PART T1: TENDERING PROCEDURES** 

**PART T2: RETURNABLE DOCUMENTS** 

### **CONTRACT No. GLM08/2019**

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### **PART T1: TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER	. T.3
T1.2	TENDER DATA	. T.4

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T1.1 BID NOTICE AND INVITATION TO BID

Experienced bidders in civil construction work are hereby invited for the **REHABILITATION OF MODJADJISKLOOF INTERNAL STREET (UITZICHT STREET)** project.

Evaluation will be conducted based on 80/20 point system and functionality will be as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
Company Reputation and References	35%
Management and Key Staff Experience	40%
Financial Capacity	5%
Plant and Equipment	15
Methodology	5%
Total Evaluation points:	100%

Bidder must score a minimum of 70% points for functionality to qualify for further evaluation.

Bid documents will be obtainable as from the 12 December 2019 at Greater Letaba Municipality, no. 44 Botha Street Greater Letaba Municipality in Modjadjiskloof, upon payment of non-refundable amount of R589.00. Only cash payable to Greater Letaba Municipality will be accepted.

A compulsory clarification meeting with representatives of the employer will take place at **Modjadjiskloof Library** on **11 December 2019** starting at **09:00 a.m.** 

All bids will remain valid for a period of 90 days after the time and date of opening. Late submissions, telegraphic, telefax or email transmission bids will not be accepted. Greater Letaba Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the bid as a whole or in part.

All bids and supporting documents must be sealed in a cover clearly marked

# "GLM08/2019: REHABILITATION OF MODJADJISKLOOF INTERNAL STREET (UITZICHT STREET) RE-ADVERT"

And must be deposited in the bid box, at **Greater Letaba Municipality** foyer on / before **03 January 2020** midday where they will be opened in public.

All Supply Chain Management related queries will be directed to **Mr T Mahlobogoane** at **(015) 309 9246/7/8** at Greater Letaba Municipality

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### TENDERER SHALL HAVE A CIDB CLASS GRADING OF: 3CE

#### T1.2 TENDER DATA

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

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

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

Subclause	Data			
F.1.1	The empl	REATER LETABA MUNICIPALITY.		
F.1.2	The Proje	ct Docun	nent issued by the employer consists of the following:	
	THE TENDER			
	Part T1:	Tende	ring procedures:	
		T1.1	Tender notice and invitation to tender	
		T1.2	Tender Data	
	Part T2:	Return	able documents	
		T2.1	Returnable Schedules required for Tender Evaluation	
		T2.2	Other Documents required for Tender Evaluation	
		T2.3	Returnable Schedules that will be incorporated into the	
			Contract	
		T2.4	Other Schedules and Documents that will be Incorporated	
			into the Contract	
	THE CONTRACT			
	Part C1: Agreements and contract data			
		C1.1	Form of Offer and Acceptance	
		C1.2	Agreement in Terms of the Occupational Health & Safety Act	
		C1.3	Guarantee	
		C1.4	Form Agreement in Terms of the Mine Health and Safety Act	
		C1.5	Appointment in Terms of Section 4 of the Mine Health and Safety Act	

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Subclause	Data			
		C1.6	Mine Health and Safety Act No 29	
		C1.7	Agreement in Terms of the Mine Health and Safety Act	
		C1.8	Contract Data	
	Part C2:	Pricing da	ata	
		C2.1	Pricing instructions	
		C2.2	Bills of quantities	
		C2.3	Summary of Bills of Quantities	
		C2.4	Calculation of Tender Sum	
	Part C3:	Scope	of work	
		C3.1	Description of Works	
		C3.2	Engineering	
		C3.3	Procurement	
		C3.4	Construction	
		C4.5	Management	
	Part C4:		ormation	
		C4.1	Site Information	
		C4.2	Locality Plan	
	Part C5:	Annexu		
			Proforma Documents	
		C5.2 :	Guidelines for the Implementation of Labour Intensive	
			Infrastructure Projects under the Expanded Public Works	
		0-0	Programme (EPWP)	
		C5.3 :	Contract Drawings	
F.1.4	The emplo		ent is:	
	Name:	T2-Tecl	n Consulting Engineers	
	Address:	•	House, 16A Church Street, Polokwane,0700	
	Tel:	015 291	3320	
	Fax:	015 295	5 2116	
	E-mail:	office@	t2tech.co.za / t2ce@mweb.co.za	
	Contact p	erson: Im	ani Ryoba	
F.2.1	Only thos	se tender	ers who are registered with the CIDB, or can provide proof of	
	having applied for registration, in a contractor grading designation equal to or higher			
	than a contractor grading designation determined in accordance with the sum			
	tendered for a 3CE that meet conditions as stipulated in the tender document class			
	of constru	ction wor	k.	
	(a) is s	atisfied th	nat such a contractor has the potential to develop and qualify to be	
	registered in that higher grade; and			
	_		t financial, management or other support is provided to that	
			enable the contractor to successfully execute that contract	

### **CONTRACT No. GLM08/2019**

Subclause	Data				
	are eligible to submit tenders.				
	Joint ventures are eligible to submit tenders provided that:				
	<ol> <li>every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>the lead partner has a contractor grading designation in the 3CE</li> </ol>				
	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 a 3CE				
F.2.7	The arrangements for a compulsory clarification meeting are:				
	Venue: Modjadjiskloof Library				
	Date: 11 December 2019 Starting at 09:00 am				
F.2.12	If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.				
	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.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:				
	Location of tender box: Greater Letaba Municipality, no. 44 Botha Street, Modjadjiskloof				
	Identification details: Bid Number: GLM08/2019				

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Subclause	Data				
	Project Name: REHABILITATION OF MODJADJI INTERNAL STREET (UITZICHT STREET)				
F.2.13. & F.3.5	A two-envelope procedure will not be followed.				
F.2.15	Closing time for submission of tender offers is:  12H00 midday on 12 December 2019.				
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.				
F.2.16	The tender offer validity period is <b>90 days</b> .				
F.2.17	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).				
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the 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 requirements.				
F.2.23	The tenderer is required to submit with his tenders a Valid Tax Clearance Certificate from the South African Revenue Services ("SARS") certifying that the tenderer's taxes are in order or that suitable arrangements have been made with SARS.				
F.3.4	The time and location for opening of tender offers:  12H00 midday on 12 December 2019 Location: Greater Letaba Municipality				
F.3.11	Evaluation of Bid Offers  The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the preferential procurement point system policy <b>MBD 6.1.</b> The financial offer will be scored using the following: $Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$				
	Where: Ps = Points scored for tender under consideration;				
	Pt = Price of tender under consideration; and				
	Pmin = Price of lowest acceptable tender.				

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Subclause	Data					
	Notice to bidders					
	CRITERIA USED FOR THE ADJUDICATION OF INFRASTRUCTURE RELATED BIDS					
	First Stage – Compliance with the Administrative Requirements					
	Bidders must comply with the following administrative requirements and non-complying bidders will be considered as non-responsive and will be disqualified for further evaluation.					
	✓ Valid Tax Clearance Certificate and proof of SARS TCP PIN					
	✓ Company registration Certificate					
	✓ Attendance of compulsory Briefing Session					
	<ul> <li>✓ Recently Certified Copies of Company Owners' ID Book(s) not older than 3 months</li> </ul>					
	✓ Proof of company municipal account / lease agreement or proof of residential address by Traditional Authority, not older than 3 months					
	✓ Relevant CIDB Grading					
	<ul> <li>✓ Original / recently certified copy of B-BBEE certificate (SANAS or IRBA).</li> <li>Affidavit not allowed for this project.</li> </ul>					
	✓ Authority for Signatory					
	✓ Completion of Form of Offer					
	✓ Completion and Compliance with Addendum					
	✓ Joint Venture Agreement (if applicable)					
	✓ Detail Experience of each member of the team					
	✓ Certified copies of individual's registration with professional body					
	✓ Company Profile with Relevant experience					
	✓ Joint Venture/ Consortium relevant experience					

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

Subclause			Data				
	<b>✓</b>	Receipt / Proof of Purchase	of Bid Document				
	✓	Completion of Schedule of C	uantities				
	✓	Transfer of knowledge/skills	proposal (If applicable)				
	✓	Insurance Statement					
	✓	Completion of MBD Forms					
	✓	The Central Supplier Data B	ase (CSD) Full Report				
	✓	Bid document to be compl every page	eted in non-erasable bla	ank ink and initia			
	Function	onality Evaluation Criteria					
	Functio	onality will be evaluated as follow	vs:				
	✓ Company Reputation and References 35%						
	✓ Management and Key Staff Experience 40%						
	✓	Financial Capacity	5%				
	✓	Plant and Equipment	15%				
	✓	Methodology	5%				
	Company Reputation and References						
		SCORING CRITE	RIA	POINTS			
		essfully completed projects of simil years, above R 10 Million.	ar nature in the previous	0			
	1 to 2 s	10					
	3 to 4 successfully completed projects of similar nature in the previous five (5) years, above R 10 Million.			20			
	4 to 5 successfully completed projects of similar nature in the previous five (5) years, above R 10 Million.			30			
	6 or more successfully completed projects of similar nature in the previous five (5) years, above R 10 Million.			35			
	MΔXII	MUM POINTS		35			

**T2.1E** for each project submitted.

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Subclause	Data								
	Management and Key Staff Experience								
	SCORING CRI	TERIA	POINTS						
		Degree (B Tech Civil, B Eng. Civil, BSc), successive Seven (7) years' experience in construction of projects of similar nature and Professionally Registered with ECSA	13						
	Contract	Degree (B Tech Civil, B Eng. Civil, BSc), and successive Seven (7) years' experience in construction of projects of similar nature	10						
	Manager	National Diploma (N Dip Civil), successive five (7) years' experience in construction of projects of similar nature and Professionally Registered with ECSA	10						
		National Diploma (N Dip Civil), and successive five (7) years' experience in construction of projects of similar nature	7						
	Project	Degree in Project Management or Civil Engineering (B Tech, B Eng., BSc), successive five (5) years' experience in construction of projects of similar nature, and Professionally Registered	10						
		Degree in Project Management or Civil Engineering (B Tech, B Eng., BSc), and successive five (5) years' experience in construction of projects of similar nature	7						
	Manager	National Diploma in Project Management or Civil Engineering, successive five (5) years' experience in construction of projects of similar nature and Professionally Registered	7						
		National Diploma in Project Management or Civil Engineering, and successive five (5) years' experience in construction of projects of similar nature	5						

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Subclause		Data	,			
		National Diploma in Civil Engineering, and successive five (5) years' experience in construction of projects of similar nature	6			
	Site Agent	Technical Certificate (N6 Civil Engineering), and successive five (5) years' experience in construction of projects of similar nature	4			
		Additional points for NQF level 5 for labour Intensive Construction	3			
		Technical Certificate (N6 Civil Engineering), and successive five (5) years' experience in construction of projects of similar nature	5			
	Foreman	Technical Certificate (N6 Civil Engineering), and successive five (3) years' experience in construction of projects of similar nature	3			
	Health and Safety Officer	Certificate in Occupational Health and Safety, and successive five (5) years' experience in construction of projects of similar nature	3			
	Maximum Poin	Maximum Points				
			40			

Curriculum Vitae, Certified Certificate(s) and Proof of Professional Registration must be attached to **T2.3** A together with Organogram.

### **Financial Capacity**

This will be assessed against Bank ratings as follows (If a bank letter is submitted it should be specific to this Contract and not be older than 30 days):

SCORING CRITERIA	POINTS
Bank Rating: A	5
Bank Rating: B	5
Bank Rating: C	4
Bank Rating: D	3
Bank Rating: E	2
Bank Rating: F,G,H	1
MAXIMUM POINTS	5

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

Data

**Subclause** 

Plant and Equipment							
equipment re	This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction period as determined by the Employer's Agent.						
etc. A letter c	ant may be in a form of ownership, hire or of intent from hiring or leasing companies suipment on which arrangement has been r	tating the number	er and type of				
Only 50% of	points will be allocated to equipment that i	s hired.					
	SCORING CRITERIA	POINTS					
	1 x Excavator	3	3				
	1 x TLB	3	3				
	1 x Grader	3	3				
	2 x Tipper trucks	2	2				
	1 x Water cart	2	2				
	1 x Self-propelled roller	2	2				
	MAXIMUM POINTS	15	<u> </u>				
Methodolog  The tenderer Programme.		to <b>T2.3 B</b> togethe	er with Project				
SCORING	CRITERIA		POINTS				
The work pla	an fits the approach statement well;		5				
All-importan	4						
All key activ There are m the propose	3						
and correlat	and and the confined and and the first and a first of the second and the second a						
	schedule omits important tasks or the timing o ion among them are inconsistent with the appr k of clarity and logic in the sequencing.	oach statement.	2				
	ion among them are inconsistent with the appr k of clarity and logic in the sequencing. schedule omits important. There is no clarity a		1				
The activity sequencing.	ion among them are inconsistent with the approximate of clarity and logic in the sequencing.  schedule omits important. There is no clarity and ion submitted						

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Subclause	Data							
	Bidders must score a minimum of 70% points for functionality to qualify for further evaluation.							
F3.13.1	Tender offers will only be accepted on condition that:							
	a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;							
	b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and							
	c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.							
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is <b>Three (3).</b>							
	Labour Content:							
	The minimum Labour content for this project shall be 5%							
	Sub-Contracting:							
	The minimum percentage of the contract to be subcontracted shall be 0%							
	Eligibility requirements							
	A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff .							
	Tender Qualification: Labour Intensive Contracts							
	To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:							
	(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works.							
	<ul><li>(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;</li></ul>							
	(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;							
	(d) The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract.							

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### **PART T2: RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION	.T.15
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	. T.44
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	
T2.4	MBD FORMS	. T.52

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T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION	
T2.1 A	CERTIFICATE OF AUTHORITY	. T.16
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	. T.19
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS	. T.20
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT	. T.21
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	. T.22
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS	. T.23
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	. T.24
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE	. T.25
T2.1 I	CERTIFICATE OF NON-COLLUSIVE TENDER	. T.26
T2.1 J	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS, 2014	
T2.1 K	REGISTRATION CERTIFICATE OF AN ENTITY	. T.30
T2.1 L	SARS PIN NUMBER/ CSD FULL REPORT	. T.31
T2.1 M	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION ADDEVELOPMENT PROGRAMME	
T2.1 N	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	. T.36
RDP1(E)	SCHEDULE OF LABOUR CONTENT	. T.39
RDP2(E)	EMPLOYMENT OF ABE'S	. T.40
RDP3(E)	HDI EQUITY IN PROJECT	. T.41
RDP4(E)	HDI SUPERVISORY STAFF	. T.42
RDP5(E)	ABE DECLARATION AFFIDAVIT	. T.43

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# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.1 A CERTIFICATE OF AUTHORITY

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

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

A.	Certificate for comp	any							
capac	attached) taken on city of			,wa	ıs au	thoris	ed to sign a	all docume	ents
As wit	tness								
1				 Chairr					
2				 Date					
B.	Certificate of partne	ership							
We,	the undersigned, I	being the	key	partners	in	the	business	trading	as
hereb	y authorise Mr/Mrs						, acting ir	the capa	acity
of		to	sign a	II documen	ts in	conne	ection with	the tende	r foi
Contra	act				ar	nd an	y contract r	esulting f	rom
it on c	our behalf.								

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

REHABIEHATION	JI WODOADOIONEOO!	INTINEITAL OTREET (C	iizioiii oikeei,			
NAME	ADDRESS	SIGNATURE	DATE			
NOTE: This certificate is to be the Partnership as a whole.	completed and signed by all of the	he key partners upon whom rests	s the direction of the affairs of			
C. Certificate for	Joint Venture					
	are submitting this tende		•			
	of lead partner, to sign					
	evidenced by the atta	•	ey signed by legally			
NAME OF FIRM	ADDRES		RISING SIGNATURE, ME & CAPACITY			
Lead partner						
D. Certificate for sole proprietor						
	, her	-	he sole owner of the			
As Witness:						
1						
		Signature: S	Sole owner			

.....

Date

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### E. Certificate for Close Corporation

We,	the	undersigr	ned,	being	the	key	members	in	the	business	trading
as					hereby	autho	rise Mr/Mrs.				
Acting	g in the	e capacity	of						, to	sign all do	cuments
in co	nnectio	on with th	e tend	ler for	Contra	act					and any
contra	act res	ulting from	it on o	ur beha	alf.						
	NAN	IE	,	ADDRE	ESS		SIGNATU	IRE		DATE	≣

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

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# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that	
	(Tenderer)
of	
Was represented by the person(s) named below at the (Location) on	
at	
We acknowledge that the purpose of the meeting was to and / or matters incidental to doing the work specified in account of everything necessary when compiling our rat	n the tender documents in order for us to take
Particulars of person(s) attending the meeting:	
Name	Signature
Capacity	
Name	Signature
Capacity	
Attendance of the above persons at the meeting is engineer, namely:	confirmed by the employer's representative/
Name	Signature
Capacity	Date & Time

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

We n	otify you that it is our intention to employ the	following subcontractors for work	in this contract.
name	are awarded a contract we agree that this not of proposed subcontractors in accordance are no such requirements in the contract, the	with requirements in the contra	act for such appointments. I
	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			
Sign	ed	Date	
Nam	ne	Position	

Tenderer.....

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

Quantity

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

Description, size, capacity, etc.

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

Attach additional pages if more space is required.	
(b) Details of major equipment that will be hired, or acc	quired for this contract if my/our tender is acceptable
Quantity	Description, size, capacity, etc.
Attach additional pages if more space is required	
Signed	Date
Name	Position
Tenderer	

### **CONTRACT No. GLM08/2019**

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

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

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

Signed	Date
Name	Position
Tenderer	

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Attach	n additional pages if more s	space is required.

Signed	Date
Name	Position
Tenderer	

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

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

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

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

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

Total tendered for the above mentioned items expressed as a percentage of the tender sum (excluding VAT): ......% (insert percentage).

ESTABLISHMENT OVER AND ABOVE OF THE ABOVE MENTIONED ITEMS		
ITEM	PORTION OF RATE OR SUM (R)	VALUE (RANDS)
TOTAL VALUE		

SIGNED ON BEHALF OF	TENDERER:

#### Note to Tenderer:

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

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

#### 1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALE C	)F TENDERER:
SIGNED ON BELIALI C	/ ILINDENEIX

#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

- I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)
- 2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

### **CONTRACT No. GLM08/2019**

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

# T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014

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.

#### Note to tenderer:

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

### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### T2.1 K REGISTRATION CERTIFICATE OF AN ENTITY

The Central Supplier Data Base (CSD) Full Report will be used to verify the company details including its directors or members

#### CONTRACT No. GLM08/2019

# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET) T2.1 L SARS PIN NUMBER/ CSD FULL REPORT

#### Important notes:

A SARS PIN Number document must be attached to this page which will be used to verify the company Tax status alternatively a CSD Full Report will be printed to verify the company Tax status. Where a bidder's Tax status is found to be non-compliant, the bidder will be disqualified.

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

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

#### M1 General

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

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

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

#### M2 Definitions

#### M2.1 Contract Participation Goal (CPG)

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

#### M2.2 Affirmable Business Enterprise (ABE)

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

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

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

- 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
- 2) R2,5 million in respect of labour-only subcontractors
- 3) R10 million in respect of Manufacturers
- 4) R15 million in respect of Suppliers
- R2,5 million, exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- R2, 5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1, 5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.
- M2.3 "Historically Disadvantaged Individuals (HDIs)" means all South African Citizens
  - 1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
  - 2. women, or
  - 3. disabled persons

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

#### M2.4 Target values

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

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

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

Labour Maximisation : 35% ABE support 10%

HDI 45%

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

HDI Supervisory Staff: 10%

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

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

#### M3 Preferential Procurement Point System Policy

The Greater Letaba Procurement Policy (MBD 6.1) is Included under MBD Forms.

#### M4 Contract Participation Performance (CPP)

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender.

#### M4.2 Monitoring of CPG

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

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

#### M5 Training

No provision for training

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REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### CONTRACT No. GLM08/2019

## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.1 N EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

1.	DECLARATION WITH REGARD TO E	QUITY
1.1	Name of firm :	
1.2	VAT registration number :	
1.3	Company registration number :	
1.4	TYPE OF FIRM	
	Partnership	
	One person business / sole tr	ader
	Close corporation	
	Company	
	(Pty) Limited	
	[TICK APPLICABLE BOX]	
1.5	DESCRIBE PRINCIPAL BUSINESS A	CTIVITIES
1.6	COMPANY CLASSIFICATION	
	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g.	ransporters, etc.

[TICK APPLICABLE BOX]

MODJAJISKLOOF UITZICHT TENDER DOCUMENT

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

- 1.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? ......
- 1.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

				*	HDI Status	3	
Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	No franchise prior to elections	Women	Disabled	% of business enterprise owned
		_					

<sup>\*</sup>Indicate YES or NO

#### 1.9 Consortium / Joint Venture

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

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

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

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point

#### CONTRACT No. GLM08/2019

## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

system.

WITNESSES:

- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Greater Letaba Municipality may, in addition to any other remedy it may have
  - (a) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

	_00_0.	
1		
		SIGNATURE(S) of TENDERER(S)
2		
		DATE:
		ADDRESS:

#### **CONTRACT No. GLM08/2019**

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### RDP1(E) SCHEDULE OF LABOUR CONTENT

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

The specified target value is 5%. A minimum value of this 5% target value should be obtained from Local Labour content. *See Form T2.1 M item M2.4 (a)*.

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

Notes to	Γend	lerer:
----------	------	--------

(1)	Labour	is	defined	as	hourly	paid	personnel	İ.
-----	--------	----	---------	----	--------	------	-----------	----

SIGNED ON BEHALF OF THE TENDERER:	
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#### CONTRACT No. GLM08/2019

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%. See Form T2.1 M, item M2.4 (a)

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

#### Notes to tenderer:

- 1. Regardless whether the tenderer fits the classification of an SMME/PDI, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 M, item M2.4.
- 2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.

SIGNED ON BEHALF ON THE TENDERER	

#### **CONTRACT No. GLM08/2019**

## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

## RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

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

#### Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER	

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### RDP4(E) HDI SUPERVISORY STAFF

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

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

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

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

HDIs as percentage of total	0/2
nijis as perceniade oriolai	70

#### Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER	

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### RDP5(E) ABE DECLARATION AFFIDAVIT

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

SIGNED	ON BEHALF	OF THE	TENDERER	 	 
0.0.12	OIT BEIN (EI	O		 	 

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

#### **CONTRACT No. GLM08/2019**

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

## T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAXT.45
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCEST.46
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATIONT.47

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX

				1								
SOUTH AFRICAN REVENUE SERVICES			Te	Tender No:								
				Closing Date:								
	DECLARATION	OF GOOD STANDING	3 REGA	RD	ING	S TA	ΑX					
	PARTICULARS											
1.	Name of Taxpayer/Tenderer:											
2.	Trade Name:											
3.	Identification Number: (If applic	able)										
4.	Company / Close Corporation r	egistration number:										
5.	Income Tax reference number	: [										
6.	VAT registration number: (If ap	oplicable)										
7.	PAYE employer's registration i	number: (If applicable)										
8.	Monetary value of tender:											
		DECLARATION										
I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:												
<ul> <li>(i) Have been satisfied in terms of the relevant Acts; or</li> <li>(ii) That suitable arrangements have been made with the Receiver of Revenue,</li></ul>												
SIGN	ATURE	CAPACITY			D	ATI	E					
PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made												
with t	with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.											

\*Failure to complete the above information will result in the disqualification of the tender.

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

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

**DETAILS OF CONTRACTOR'S BANK ACCOUNT** 

#### 1. FINANCIAL STATEMENTS

2.

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

# I/We furnish the following information: Name of Bank: a) b) Branch of Bank ..... c) Town/city/suburb where bank is situated..... Contact Person at the Bank: ..... d) Telephone number of Bank: Code: ...... Number: ...... e) f) Account Number: ..... Bank rating (include confirmation from bank or financial institution): ..... g) I/We hereby authorise the Employer to approach the above Bank for a reference. SIGNED ON BEHALF OF THE TENDERER: DATE: .....

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

Written proof of his registration with the CIDB as a Category 3CE

#### Note:

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

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## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

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

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	T.49
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	T.50
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.51

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

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

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

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

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

#### **Note to Tenderer**

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

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

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

SIGNED	ON REHALE OF T	ENDERER:	
טונזוערוז			 

#### **CONTRACT No. GLM08/2019**

## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### T2.4 MBD FORMS

The tenderer must complete the following returnable documents:

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

# THE CONTRACT

PART C1	AGREEMENT AND CONTRACT D	ATA(
		<i>,</i>

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C5 ANNEXURES

#### **CONTRACT No. GLM08/2019**

## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

## PART C1: AGREEMENT AND CONTRACT DATA

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### 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:

#### "REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)"

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

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

(CONTRACT	PRICE)	
Rand (in word	ls);(ii	n figures)
offer and acce	y be accepted by the employer by signiceptance and returning one copy of this do of validity stated in the tender data, where contractor in the conditions of contract in	ocument to the tenderer before the end reupon the tenderer becomes the party
Signature(s)		
Name(s)		
Capacity		
For the tender	rer(Name and address of organization)	
Name and signature of witness		Date

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# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET) ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site information

Part 5 Additional Documentation

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

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

Signature(s)				
Name(s)				
Capacity				
For the tenderer	(Name and a	address of	f organisation)	
Name & Signature				
Of Witness				
	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.
- 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.

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 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
3	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

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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 TENDER	<u> </u>
Signatures (s)	
Name(s)	
Capacity	
	(Name and address of Opposite tion)
	(Name and address of Organisation)
Name & Signature	
Of Witness	Date
FOR THE EMPLOY	<u>ER</u>
Signatures (s)	
Name(s)	
Capacity	
	(Name and address of Organisation)
Name & Signature	
Of Witness	Date

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### C1.2 CONTRACT DATA

#### PART 1: DATA PROVIDED BY THE EMPLOYER

#### **CONDITIONS OF CONTRACT**

The Conditions of Contract are the *General Conditions of Contract for Construction Works* (2015), 3<sup>rd</sup> edition, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

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

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Greater Letaba Municipality
1.2.1.2	The address of the Employer is:
	No. 44 Botha Street
	Modjadjiskloof
	0835
	Telephone: 015 309 9246
	Facsimile: 015 309 9419
1.1.16	The name of the Engineer is
	T2-Tech Consulting Engineers
1.2.1.2	The address of the Engineer is:
	16A Church Street
	Maweja House
	Polokwane

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## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

	0700
	0700
	Telephone: 015 291 3320
	Facsimile: 015 295 2116
5.1.1	Non-working Days are Saturday and Sundays
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays.
	The year-end break commences on <b>13 December 2019</b> and the first Monday of the subsequent year.
5.3.1	Documentation required before commencing with the works are:
	<ol> <li>Health and Safety Plan and file (refer clause 4.3)</li> <li>Initial Programme (refer to clause 5.6)</li> <li>Security Guarantee (refer to clause 6.2)</li> <li>Insurance (refer to clause 8.6)</li> <li>Notification to Department of labour / Construction Work Permit</li> <li>CVs and Qualifications of Key Personnel</li> </ol>
5.3.2	The time to submit the documentation required before commencement of works is <b>14</b> days.
5.3.2	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
6.2	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
6.2	The liability of the guarantee shall be <b>10</b> %.
1.1.1.26 1.1.1.27	Pricing Strategy is Re – measurement Contract
6.5.1.2.3	Daywork allowances as tendered in Section L of the Bill of Quantities: Materials at cost plus 15%.
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

The value of "x" is 0,150

The values of the co-efficients are:

$$(1-x)$$
  $\left[ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ 

CPA: Estimate more than R10 000 000 or a contract period of more than 6 months. Projects predominantly:

New	Road Construction	Rehabilitation	Concrete Work (major structures only)
a =	0,20	0,20	0,15
a = b =	0,40	0,35	0,20
c =	0,25	0,35	0,55
d =	0,15	0,10	0,10

"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.

"P" is the "Plant Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.

"M" is the "Materials Index" and shall be the "Civil Engineering Materials Index" as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.

"F" is the "Fuel Index" and shall be the "Diesel at wholesale level – Coast/Witwatersrand Index" as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.

The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.

The urban area nearest the site is Tzaneen.

The base month is July 2018 (the month prior to the month in which the closing

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## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

	date of the tender falls.
6.8.3	The following are special materials:
	Synthetic Surface for surfacing the Athletics Track.
	The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is 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 nil.
8.6.1.3	The limit of indemnity for liability insurance is R 10 million.
1.1.1.14	The Works shall be completed within <b>3 Months</b> . However the project will be divided into three (3) financial year, which a possibility of stopping and starting again.
5.13.1	The penalty for failing to complete the works is <b>R 3 500.00</b> per calendar day.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80</b> %.
6	The issuing of cessions by the Contractor is prohibited except if and when prior written approval of the Greater Letaba Municipality under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.
6.10.3	The limit of retention money is 10 % of the contract value.
5.12.1	The additional clauses to the General Conditions of Contract are:
	Extensions of time in respect of clause 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:
	$V = (Nw - Nn) + \underline{(Rw - Rn)}$
	X

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#### Where:

- V = Extension of time in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.
- Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.
- Rw = Actual average rainfall in mm recorded for the calendar month under consideration.
- Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a

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	suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
5.12	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, 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 1 day. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

#### PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works* (2015, 3<sup>rd</sup> edition, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is:
1.2.1.2	Name:
	The Address of the Contractor is:
	Address (physical):
	Address (postal):
	Telephone: Facsimile:
	E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is 14%.

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43.6 The variation in cost of special materials is:

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

<sup>\*</sup>State unit in appropriate column

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## REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### C1.3 FORM OF GUARANTEE

#### CONTRACT No. GLM008/2019

# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET) IN GREATER LETABA MUNICIPALITY IN LIMPOPO PROVINCE

WHEREAS	
	at
	(Hereinafter referred to as "the Employer")
entered into, on the	Day of2019, at
a Contract with	
	at
	(Hereinafter called "The Contractor")
for the construction o	
	is provided by such Contract that the Contractor shall provide the rity by way of suretyship for the due and faithful fulfilment of such ractor;
AND WHEREAS	
has/have at the reque	est of the Contractor, agreed to give such security;
NOW THEREFORE	WE

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

- 2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
- 3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

		and a death promote an in-famous			
4.	Our total liability hereunder shall not exceed the sum of (R)				
5.	We hereby choose domicile citadel executant for all purposes arising hereof at				
IN W	ITNESS WHEREOF this guarantee	e has been executed by	us at on		
this	day of 20				
As w	itnesses:				
1		Signature			
		Duly authorised to			
2		sign on behalf of			
		Address			

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

# C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT is made between The **Greater Letaba Municipality** represented by the

Municipal Manager:
(hereinafter called the EMPLOYER of the one part, herein represented by:
in his capacity as:
AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by
in his capacity as:
III IIIs Capacity as:
duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: GLM08/2019 – REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET) in Greater Letaba Municipality of Limpopo province.

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

#### **NOW THEREFORE** the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- 2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any,

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and
  - 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at	for and on behalf of the
CONTRACTOR on t	his the day of
SIGNATURE:	
NAME AND SURNA	ME:
CAPACITY:	
WITNESSES: 1.	
2.	
Thus signed at	for and on behalf of the EMPLOYER on this
the	day of 20
SIGNATURE:	
NAME AND SURNA	ME:
CAPACITY:	
WITNESSES: 1.	
4	

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# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

C1.5 GOVERNMENT GAZETTE: EPWP MINISTERIAL DETERMINATION

### **CONTRACT No. GLM08/2019**

### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

# **PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS	
C2.2	BILL OF QUANTITIES	C.25
C2.3	SUMMARY OF BILL OF QUANTITIES	

#### CONTRACT No. GLM008/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### C2.1 PRICING INSTRUCTIONS

#### 1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, Engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

#### 2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

#### 3. DEFINITIONS

For the purpose 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 Scope of

Work and Site Information.

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

Rate: The payment per unit of measurement at which the Contractor Contracts to

do the work.

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

Sum: An amount Contracted for an item, the extent of which is described in the Bill

of Quantities, the specifications or elsewhere but the quantity of work of which

is not measured in any units

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#### 4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant Clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment Clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

#### 5. REFERENCES

The Clauses in a specification in which further information regarding the schedule item can be obtained appears under "Reference Clause" in the Bill. The reference Clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the Contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, eq. G for SANS 1200 G.

#### 6. UNITS OF MEASUREMENT

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

millimetre mm metre m = km kilometre = km-pass kilometre-pass = m<sup>2</sup> square metre m<sup>2</sup>-pass square metre pass = hectare ha =  $m^3$ cubic metre m³km cubic metre kilometre = litre ı = kΙ kilolitre kg kilogram = t ton (1000 kg) = No number = mn meganewton mn-m = meganewton-metre % per cent = kW kilowatt Kn kilonewton = PC sum prime cost sum = Prov sum provisional sum

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### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### 7. NET MEASUREMENTS

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

#### 8. QUANTITIES

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

The Contract Amount to be determined in accordance with the conditions of Contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

#### 9. CURRENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

#### 10. VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums Contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

#### 11. RATES AND PRICES

### 11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bill of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts Contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

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#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

- e) Should the Contractor group a number of items and Contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

### 11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

#### 11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Tender Offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

#### 12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

### CONTRACT No. GLM008/2019

# REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

### C2.2 BILL OF QUANTITIES

SCHEDULE OF ESTIMATED QUANTITIES							
ΓEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT		
3,00	SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
-,	(a) Fixed obligations	No	1,00				
	(b) Value-related obligations	No	1,00				
	(c) time-related obligations	Month	3,00				
	TOTAL CARRIED FORWARD TO SUMMARY						

### CONTRACT No. GLM008/2019

15.00	SECTION 1500: ACCOMODATION OF TRAFFIC			
B15.01	Accomodation traffic and maintaining temporary deviations	No	1,00	
B15.14	Provision of traffic safety equipment for the Engineer:			
	(a) Rotating amber flashing lights	No	2,00	
	(b) Reflective Safety jackets	No	5,00	
B15.15	Assistance provided to the Engineer for the initial marking out of repair work	hr	45,00	
	TOTAL CARRIED FORWARD TO SUMMARY			

### CONTRACT No. GLM008/2019

B16.00	SECTION 1600 : OVERHAUL			
B1602	Overhaul on material hauled in excess of 5,0km (ordinary overhaul)	m³-km	12520,00	
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

	SECTION 1700: CLEARING & GRUBBING			
17,05 LI	Cleaning out of hydraulic structures			
	(a) Pipes with an internal diameter up to and including 750mm	m	100,00	
B17.07 LI	Clearing and cleaning of existing surface roads			
	(a) Manual labour (6 man team ) plus tools	hr	22,00	
	(b) 6 m³ Tipper truck	hr	22,00	
B17.08	Dump site charges for spoil of all excavated material at a suitable dump site identified by the contractor	m³	250,00	
B17.09 LI	Pruning of roadside branches to accommodate equipment and paint:			
	Tree pruning & removal of cuttings as generated by team and truck	day	10,00	
	and truck			

### **CONTRACT No. GLM08/2019**

23.00	SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES etc			
23,01 LI	Concrete Kerbing			 
	(a) Precast kerbing to SABS 927 (refer to drawing PK641/07/0)			
	(iii) Fig 8 c - Mountable kerbs	m	400,00	
	(iv) Fig 12- Edge restraint kerb	m	200,00	
	(b) In-situ cast kerbing (25MPa)			
	(i) Fig 8 c - Mountable kerbs	m	100,00	
51,05 LI	Concrete edge beams, 30Mpa/ 19mm (300mmx300mm)	m³	250,00	
	TOTAL CARRIED FORWARD TO SUMMARY			
	I O I AL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

33.00	SECTION 3300: MASS EARTHWORKS			
33,01	Cut and borrow to fill, including free-haul up to 0,5 km Material obtained from:			
	(a) Material in compacted layers thikness of 200mm and less			
	i) Material compacted to 90% of modified AASHTO density	m³	1502,00	
	iii) Eight roller passes compaction	m³	1520,00	
33,04	Cut to spoil, including free-haul up to 0,5 km Material obtained from:			
	(a) Soft excavation	m³	2880,00	
	(b) Intermediate excavation	m³	768,00	
33,10	Roadbed preparation and the compaction of material			
	(a) Compaction to 90 % of modified AASHTO density	m³	322,00	
	(b) Compaction to 93% of modified AASHTO density	m³	120,00	
	ii) Rock fill (dump rock with sand or 19mm aggregate capping to 450mm think including sythetic bidum)	m³	560,00	
	TOTAL CARRIED FORWARD TO SUMMARY	_	_	

### **CONTRACT No. GLM08/2019**

34.00	SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL				
В 34.01	Pavement layers constructed from gravel taken from commercial sources or the contractor's own sources.				
	(a) Gravel selected layers compacted to				
	i) 93% of modified AASHTO density	m³	280,00		
	ii) 95% of modified AASHTO density	m³	280,00		
	(b) Gravel subbase (chemically stabilized material) compacted to 95% modified AASHTO density, using :				
	(d) Gravel subbase (chemically stabilized material) compacted to 95% modified AASHTO density, using :				
	(i) Non-cemented imported material obtained from commercial sources, 150mm layer thickness (G4 parent material)	m³	280,00		
	(ii) Cemented imported material obtained from commercial sources, 150mm layer thickness (G6 parent material prior to stabilisation)	m³	221,00		
	(g) Gravel shoulders compacted to:				
	(i) 95% of modified AASHTO density, 300mm layer thickness	m³	225,00		
34,04	In-situ reconstruction of existing pavement layers as:				
	Gravel subbase (chemically stabilized material) compacted to 95% modified AASHTO density, using :				
	(I) Non-cemented material, 150mm layer thickness	m³	280,00		Rate only
	(ii) Cemented material, 150mm layer Thickness	m³	280,00		Rate only
34,07	Extra over item 34.01 & 34.04 for temporarily blading the material to window	m³	328,00		
	i) Stockpiling of material	m³	520,00		
	TOTAL CARRIED FORWARD TO SUMMARY				
				l	

### **CONTRACT No. GLM08/2019**

35.00	SECTION 3500: STABILIZATION			
35,01	Chemical stabilization extra over unstabilized compacted layers			
	(a) Sub-base			
	(i) 150mm thickness	m³	280,00	
35,02 LI	Chemical stabilizing agent:			
	(a) Ordinary portland cement	t	33,60	
	© Slaked road lime	t	22,00	Rate only
	(g) 60% stable grade anionic emulsion	litre	1250,00	Rate only
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

36.00	SECTION 3600: CRUSHED STONE BASE			 
36,01	Crushed-stoned base			
	(a) Constructed from type G1 Material obtained from commercial sources and compacted to 88% of apparent relative density - 125-150mm thickness.	m³	280,00	
	TOTAL CARRIED ECOMARD TO COMMAND			
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

38.00	SECTION 3800: BREAKING UP EXISTING PAVEMENT LAYERS			
38,01	Excavating and removing existing bituminous material (except milled material):			
	(b) Material to be disposed of with the average depth of excavation:			
	(i) Not exceeding 30mm	m²	622,00	
	(ii) Exceeding 30 mm but not exceeding 60 mm	m²	595,00	
	(iii) Exceeding 60 mm	m²	120,00	
38,02	Milling out existing bituminous material and / or cemented and non-cemented material from existing road pavements irrespective of compressive strength, with an average milling depth:			
	(a) Not exceeding 30mm	m³	1400,00	Rate only
	(b) Exceeding 30 mm but not exceeding 60 mm	m³	2100,00	Rate only
	© Exceeding 60 mm	m³	567,00	Rate only
38,04	Excavating and spoiling material from an existing pavement and / or the underlying fill:			
	(a) All types of materials	m³	557,00	
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

39.00	SECTION 3900: PATCHING AND REPAIRING EDGE BREAKS			
B39.02 LI	Excavation in existing pavements for patching in:			
	(a) All material types	m³	522,00	
39,03 LI	Backfilling of excavation for patching with :			
	(a) Chemically stabilization pavement material (crushed stone G1) stabilized with 2 % bitumen emulsion (60%) and 1 % cement CEMII A-L 42,5 for a patch with a surface area:			
	(i) Not exceeding 5m²	m²	574,20	
	(ii) Exceeding 5m² but not 100 m²	m²	114,84	Rate only
	(ii) Exceeding 100 m²	m²	57,42	Rate only
39,05 LI	Cutting back existing surface for the repairing of edge breaks	m	520,00	
	TOTAL CARRIED FORWARD TO SUMMARY			
	TOTAL SAINLED FORWARD TO SUMMART			

### **CONTRACT No. GLM08/2019**

4100	SECTION 4100 : PRIME COAT			
41,01 LI	Prime coat:			
	( c) MC30 Cutback Bitumen prime to SANS 308	litre	600,00	
	(d) Invert Bitumen Emulsion prime to SANS 1260	litre	422,00	Rate only
41,02 LI	Aggregate for blinding 6.75 mm stone @ 0.008 m³/m²	m²	2100,00	
41,03	Extra over item 41.01 for applying the prime coat in areas accessible only to hand equipment	litre	120,00	
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

42.00	SECTION 4200: ASPHALT BASE AND SURFACING			
42,03	Rolled in chippings in surfacing			
	(i) 9.5mm nominal	t	0,00	
	(ii) 13.2mm nominal	t	0,00	
	Tack coat of 30% stable-grade emulsion	litre	50,00	
42,08	100mm Cores in asphalt paving	No	5,00	
42,10	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of sub-subclause 42.13 (f) (i)			
	(b) Surfacing or overlay constructed with new aspalt, medium grade asphalt with 5.5% 60/70 penetration grade bitumen content.			
	(i) Continuously graded - 30mm thick	m²	1 750,00	
B42.11	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of sub-subclauses 42.13 (f) (ii) or 42.13 (f) (iii):			
	(a) Base constructed with new asphalt			
	(i) Continuously graded (26.5mm maximum aggregate size) using 4.8 % 60/70 penetration grade bitumen.	m²		
	(b) Surfacing or overlay constructed with new aspalt, medium grade asphalt with 5.5% 60/70 penetration grade bitumen content.			
	(i) Continuously graded	m²	5600,00	Rate only
42,20	Backfilling of excavations for patching with:			
	(b) Medium graded asphalt using 5.5% 60/70 penetration grade bitumen	t	555,00	Rate only
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

48.00	SECTION 4800: TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS				
48,01 LI	Treatment with diluted bituminous emulsion (fogspray)				
	(a) 30% bituminous emulsion	litre	520,00		Rate only
48,03	Slurry seal:				
	(a) Tack coat (30% stable grade bitumen emulsion)	litre	75,00		
	(b) Slurry applied by hand (texture correction or choke: nominal application rate: 0.002m³/m², 60% cationic stable grade emulsion)	m²	1205,00		Rate only
	(c) Surry applied by spreader box (nominal application rate: 0.006m³/m² and 260l/m², 60% cationic stable grade emulsion)	m²	5600,00		Rate only
48,06 LI	Cleaning the cracks with compressed air (Hot Lance Method)	m	800,00		
48,07 LI	Applying bituminous binders and herbicides for sealing cracks:				
	(a) Herbicide	litre	550,00		
	(d) Hot bitumen rubber	litre	950,00		
46,03	Bituminous binder variations:				
	(h) 60% Anionic stable grade emulsion	litre	475,00		
	TOTAL CARRIED FORWARD TO SUMMADY				
	TOTAL CARRIED FORWARD TO SUMMARY			]	

### **CONTRACT No. GLM08/2019**

	SECTION 5700: ROAD MARKINGS			
57,02 LI	Retro-reflective road marking paint:			
	(a) White lines (broken or unbroken)			
	(i) 100 mm wide	km	1.0	
	(d) White lettering and symbols	m²	250,00	
	TOTAL CARRIED FORWARD TO SUMMARY			
	TOTAL CARRIED FORWARD TO SUMMARY			

### **CONTRACT No. GLM08/2019**

8100	SECTION 8100: TESTING MATERIALS AND WORKMA	ANSHIP			
81.02	Other special tests requested by the engineer	Pvs sum	1,00	75 000,00	75 000,00
81.03	Providing testing equipment:				
	(a) Rolling straight-edge	No	1,00	-	
	(b) Core drill	No	3,00		
	Handling cost and profit on iterm 81.02	%		%	
	TOTAL CARRIED FORWARD TO SUMMARY				

### **CONTRACT No. GLM08/2019**

11.00	SECTION 1100 : MISCELLANEOUS ACTION				
	Complete and in stell and income and all account with				
311.01-LI	Supply and install cast iron manhole covers with a lift of 30mm. The rate shall include full compensation for supplying and installing the collar.				
311.01-LI	The collar shall be fixed to the existing manhole with a rapid setting steel to steel epoxy				
.Т	Raising of manholes	No	4,00		
	Repair of damaged service at km 0230 Inluding procurement and labour	P-Sum	1,00	120 000,00	120 000,00
	Road signs	P-Sum	1,00	15 000,00	15 000,00
	Helth and safety obligation	L-Sum	1,00		
	Handling cost and profit on iterms B11.01	%		%	
	TOTAL CARRIED FORWARD TO SUMMARY				

#### CONTRACT No. GLM08/2019

#### REHABILITATION OF MODJADJISKLOOF INTRENAL STREET (UITZICHT STREET)

#### C2.3 SUMMARY OF BILL OF QUANTITIES

15% VAT

TOTAL COST

## PREVENTATIVE MAINTENANCE OF UITZICHT STREET. **CONTRACT NO. GLM 008/2019 SUMMARY OF SCHEDULES SECTION DESCRIPTION AMOUNT** NUMBER 1300,00 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS 1500,00 ACCOMMODATION OF TRAFFIC 1600,00 OVERHAUL 1700,00 CLEARING AND GRUBBING 2300,00 CONCRETE KERBING, CONRETE CHANELLING 3300,00 MASS EARTHWORKS 3400,00 PAVEMENT LAYERS OF GRAVEL MATERIAL 3500.00 STABILIZATION 3600,00 CRUSHED-STONE BASE 3800,00 BREAKING UP OF EXISTING PAVEMENT LAYERS 3900,00 PACHING AND REPAIRING EDGE BREAKS 4100,00 PRIME COAT 4200,00 ASPHALTH BASE AND SURFACING 4800,00 TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS TESTING MATERIALS AND WORKMANSHIP 8100,00 11 000.00 MISCELLANEOUS SUB-TOTAL A CONTIGENCY 10% SUB TOTAL B