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BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)

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BID No.: MIG/NNW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK

# **THE TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T 2: RETURNABLE DOCUMENTS**

BID No.: MIG/NNW/2487/24/25  
FOR: CONSTRUCTION OF BOIKHUTSO STORMWATER NETWORK

**PART T1 : TENDERING PROCEDURES**

T1.1 TENDER NOTICE AND INVITATION TO TENDER ..... T.3  
T1.2 TENDER DATA ..... T.5

BID No.: MIG/NNW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK (WARD 17)

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

MBD 1

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DITSOBOTLA LOCAL MUNICIPALITY)</b>					
BID NUMBER:	MIG/NNW/2487/24/25	CLOSING DATE:10/07/2024		CLOSING TIME:12:00PM	
DESCRIPTION	CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ditsobotla Local Municipality					
Private Bag X7					
Lichtenburg					
2740					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes	No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes	No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)				
	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)				
	A REGISTERED AUDITOR				
	NAME:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORS OFFERED?	Yes	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/ SERVICES/ WORKS OFFERED?	Yes	No
	[IF YES ENCLOSE PROOF]	ENCLOSE		[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		.....	DATE		.....
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	DITSOBOTLA LOCAL MUNICIPALITY				
CONTACT PERSON	Miss.Yamkela		CONTACT PERSON	Mr. T Tshabalala	
TELEPHONE NUMBER	(+27) 18 633 3800		TELEPHONE NUMBER	(+27) 82 963 8972	

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)

FACSIMILE NUMBER	(+27) 18 633 3800	FACSIMILE NUMBER	(+27) 18 633 3800
E-MAIL ADDRESS	info@Ditsobotla.gov.za	E-MAIL ADDRESS	Info@ditsobotla.gov.za

MBD1

PART B  
TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3.	<b>BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b>	
1.4.	<b>WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b>	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE ( <a href="http://www.sars.gov.za/">http://www.sars.gov.za/</a> ).	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>		
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES / NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES / NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES / NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES / NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK (WARD 17)

## 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 subclause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data
F.1.1	The employer is the <b>DITSOBOTLA LOCAL MUNICIPALITY</b> .
F.1.2	<p>The Project Documents issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.7 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p style="padding-left: 20px;">C2.3 Summary of Bills of Quantities</p>

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)

Subclause	Data
	<p>C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: <b>MOLATELO ENGINEERS (PTY) Ltd</b></p> <p>Address: 101 Glenrant Building 62 Glenwood Road Lynwood Glen 0081</p> <p>Tel: (012) 348 2269/58 Fax: 086 566 6720</p> <p>e-mail: <b>INFO@MOLATELOENGINEERS.CO.ZA</b></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration and is registered with the Construction Industry Development Board in an appropriate contractor grading designation within <b>14 days from the closing date</b> of the tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6CE OR HIGHER</b> of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>2. the lead partner has a contractor grading designation in the CE class of construction work; and</li> </ol>



Subclause	Data
	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 <b>6CE OR HIGHER</b> class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are:
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>DITSOBOTLA LOCAL MUNICIPALITY.</b></p> <p>Identification details: <b>CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK</b></p> <p style="text-align: center;"><b>BID No.: MIG/NW/2487/24/25</b></p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	<b>Closing time for submission of tender offers is: 10/07/2024 @ 12;00 PM</b>
F.2.15	<b>Telephonic, telegraphic, telefax, e-mailed or postal tender offers will not be accepted.</b>
F.2.1.5	The tender offer validity period is <b>90 days.</b>
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	<b>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</b>

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FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)

Subclause	Data							
	<b>are in order or that suitable arrangements have been made with SARS.</b>							
F.3.4	The time and location for opening of tender offers: Time: Location: <b>DITSOBOTLA LOCAL MUNICIPALITY,</b>							
F.3.11	<p>The procedure for the evaluation of responsive tenders is method 4, functionality assessment of experience, plant complement and financial status will be used. The 80/20 score system will be adopted where the 80 points will be for price and the 20 points will be in accordance with the . Specific Goals</p> <p>(a) In the event that two or more bids are equal in all respects, the award will be decided by the drawing of lots</p> <p><b>Refer to The National Treasury's Preferential Procurement Policy Regulation, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 for items (a) and (b) above</b></p> <p>Companies who score less than <b>60 POINTS</b> of the total functionality score will be regarded as non-responsive and will be disqualified</p> <p><b>FUNCTIONALITY SCORE CARD:</b></p> <table border="1" data-bbox="280 1126 1535 2096"> <thead> <tr> <th data-bbox="280 1126 671 1263">Criteria</th> <th data-bbox="671 1126 1198 1263">Scoring Guide</th> <th data-bbox="1198 1126 1535 1263">Maximum Weights</th> </tr> </thead> <tbody> <tr> <td data-bbox="280 1263 671 2096"> <p><b>Company Experience:</b> The Tenderer must submit evidence of similar and successfully completed project/s.</p> <p>Note: Appointment letter and a completion certificate to be submitted as supporting documents for the work done, of which failure to submit one of the two, points will not be allocated. Referees provided to be contactable to confirm the submitted project details.</p> </td> <td data-bbox="671 1263 1198 2096"> <p><b>THE HIGHEST 5 PROJECTS WILL BE EVALUATED</b></p> <p><b>SCORING CRITERIA</b></p> <p>Tenderer scores zero (0) points where no information regarding the company's relevant past experience indicated.</p> <p>Tenderer scores quarter points when submitting a completed project with project value of ≤ R 4 000 000.00 (VAT incl.).</p> <p>Tenderer scores half points when submitting a completed project with a project value of &gt; R 4 000 000.00 ≤ R 6.5 000 000.00 (VAT incl.).</p> <p>Tenderer scores 3 quarter points when submitting a completed project with a project value of &gt; R 6.5 000 000.00 &lt; R 8 000 000.00 (VAT incl.).</p> <p>Tenderer scores 40 full points when</p> </td> <td data-bbox="1198 1263 1535 2096" style="text-align: center; vertical-align: middle;">40</td> </tr> </tbody> </table>		Criteria	Scoring Guide	Maximum Weights	<p><b>Company Experience:</b> The Tenderer must submit evidence of similar and successfully completed project/s.</p> <p>Note: Appointment letter and a completion certificate to be submitted as supporting documents for the work done, of which failure to submit one of the two, points will not be allocated. Referees provided to be contactable to confirm the submitted project details.</p>	<p><b>THE HIGHEST 5 PROJECTS WILL BE EVALUATED</b></p> <p><b>SCORING CRITERIA</b></p> <p>Tenderer scores zero (0) points where no information regarding the company's relevant past experience indicated.</p> <p>Tenderer scores quarter points when submitting a completed project with project value of ≤ R 4 000 000.00 (VAT incl.).</p> <p>Tenderer scores half points when submitting a completed project with a project value of &gt; R 4 000 000.00 ≤ R 6.5 000 000.00 (VAT incl.).</p> <p>Tenderer scores 3 quarter points when submitting a completed project with a project value of &gt; R 6.5 000 000.00 &lt; R 8 000 000.00 (VAT incl.).</p> <p>Tenderer scores 40 full points when</p>	40
Criteria	Scoring Guide	Maximum Weights						
<p><b>Company Experience:</b> The Tenderer must submit evidence of similar and successfully completed project/s.</p> <p>Note: Appointment letter and a completion certificate to be submitted as supporting documents for the work done, of which failure to submit one of the two, points will not be allocated. Referees provided to be contactable to confirm the submitted project details.</p>	<p><b>THE HIGHEST 5 PROJECTS WILL BE EVALUATED</b></p> <p><b>SCORING CRITERIA</b></p> <p>Tenderer scores zero (0) points where no information regarding the company's relevant past experience indicated.</p> <p>Tenderer scores quarter points when submitting a completed project with project value of ≤ R 4 000 000.00 (VAT incl.).</p> <p>Tenderer scores half points when submitting a completed project with a project value of &gt; R 4 000 000.00 ≤ R 6.5 000 000.00 (VAT incl.).</p> <p>Tenderer scores 3 quarter points when submitting a completed project with a project value of &gt; R 6.5 000 000.00 &lt; R 8 000 000.00 (VAT incl.).</p> <p>Tenderer scores 40 full points when</p>	40						

Subclause	Data				
		submitted a completed project with project value of ≥ R 8 000 000.00 or Higher (VAT incl.).	40		
	<p><b>Financial Capacity:</b> Tenderer must submit proof of bank rating not older than three (3) months. Bank rating should be of the lead partner in case of a joint venture.</p>		10		
<p><b>BANK RATING</b></p>		No information provided			
Bank Rating E = 2		Bank Rating D = 5			
Bank Rating A,B or C= 10					
	<p><b>Key Personnel:</b> Certified copies of qualifications (not older than three months) of Academic qualification certificates need to be attached for functionality points scoring, otherwise points will not be allocated.</p>	<p><b>DESIGN ACTION</b></p>	<p><b>POINTS: QUALIFICATIONS AND EXPERIENCE</b></p>	20	
<p>Site Agent</p>		<p>0: No formal Education</p> <p>2: National Diploma or Equivalent in Civil engineering with ≥ three (3) experience. ( 5 points)</p> <p>4: National Diploma or equivalent in Civil engineering with &lt; five (5) experience ( 8 points)</p> <p>8: Bachelor's degree (BSc, B Eng or B Tech) or equivalent in Civil engineering with ≥ Ten (10) years relevant Experience (10 points)</p>			

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FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)

Subclause	Data												
		Site Forman	0: No formal qualifications  3: National Diploma In Civil Engineering with ≥ five (5) years relevant experience.( <b>4 points</b> )  6: National Diploma in Civil Engineering with ≥ ten (10) years relevant experience.( <b>6 points</b> )										
		Safety Officer	0: No formal qualifications  3: Relevant tertiary qualifications with five (5) years relevant experience.( <b>2 points</b> )  6: Relevant tertiary qualifications with ≥ ten (10) years relevant experience.( <b>4 points</b> )										
	<b>List of Plant/s:</b> Tenderer to submit proof of ownership and in case of hiring, a letter of intent to hire not older than three months must be submitted.		<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th data-bbox="820 2101 1198 2170">TYPE OF PLANT</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 2170 1198 2204">1 X Excavator / TLB</td> </tr> <tr> <td data-bbox="820 2204 1198 2237">1 X Grader</td> </tr> <tr> <td data-bbox="820 2237 1198 2240">1 X Tipper Truck</td> </tr> <tr> <td data-bbox="820 2271 1198 2240">1 X Roller</td> </tr> <tr> <td data-bbox="820 2304 1198 2240">1 X LDVs</td> </tr> <tr> <td data-bbox="820 2338 1198 2240">1 X Water tanker</td> </tr> <tr> <td data-bbox="820 2372 1198 2240"><b>TOTAL WEIGHT SCORED</b></td> </tr> </tbody> </table>	TYPE OF PLANT	1 X Excavator / TLB	1 X Grader	1 X Tipper Truck	1 X Roller	1 X LDVs	1 X Water tanker	<b>TOTAL WEIGHT SCORED</b>	<b>10</b>	
TYPE OF PLANT													
1 X Excavator / TLB													
1 X Grader													
1 X Tipper Truck													
1 X Roller													
1 X LDVs													
1 X Water tanker													
<b>TOTAL WEIGHT SCORED</b>													
	<b>Specific Goals</b>		Race (BLACK) = 5 Gender (WOMEN) = <b>5</b> Youth = <b>5</b> <b>POINTS</b> Disability = 5	<b>20</b>									

Subclause	Data
F3.13.1	<p>Tender offers will only be accepted on the condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation or if the contractor is to be registered with the Construction Industry Development Board in the required appropriate contractor grading designation within <b>14 days from the closing date</b> of the tender;</li> <li>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</li> <li>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. 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.</li> <li>d) the tenderer is not in arrears for more than three months with municipal rates and taxes and municipal service charges</li> <li>e) the tenderer has not: <ul style="list-style-type: none"> <li>(i) abused the Employer's Supply Chain Management System or</li> <li>(ii) failed to perform on any previous contract</li> </ul> </li> <li>f) the tenderer has attended the clarification meeting</li> </ul>
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is <b>one</b>.</p>
	<p>Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.</p> <p><b>Eligibility requirements</b></p> <p>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.</p>
	<p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;</li> <li>(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum</li> </ul>

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Subclause	Data
	<p>equipment;</p> <p>(d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract.</p>

# Annex: Standard Conditions of Tender

## F.1 General

### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

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

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

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

#### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

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

#### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **F.2.6 Acknowledge addenda**

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Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

#### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.



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**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the

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tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2 Dispose** of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

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

#### **F.2.20 Submit securities, bonds, policies, etc**

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

#### **F.3.2 Issue Addenda**

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

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

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

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

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

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

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

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

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

change the Employer's or the tenderer's risks and responsibilities under the contract, or

affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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

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

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

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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Method 1: Financial offer	<ol style="list-style-type: none"> <li>1) Rank tender offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommend the highest-ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score tender evaluation points for financial offer.</li> <li>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 3: Financial offer and quality	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>

Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.</li> </ol>
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	<p>4) Calculate total tender evaluation points.</p> <p>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
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Score financial offers, preferences and quality, as relevant, to two decimal places.

### F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{Fo} = W_1 \times A$  where:

$N_{Fo}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

#### **F.3.15. Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### **F.3.17 Complete adjudicator's contract**

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

#### **F.3.18 Provide copies of the contracts**

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

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**PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1 LIST OF RETURNABLE SCHEDULES..... T.23

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION ..... T.41

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE  
CONTRACT..... T.45

T2.4 MBD FORMS..... 50



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**T2.1 LIST OF RETURNABLE SCHEDULES**

T2.1 A	CERTIFICATE OF AUTHORITY.....	T.26
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING .....	T.29
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.30
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.31
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.32
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.33
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.34
T2.1 H	CERTIFICATE OF NON-COLLUSIVE TENDER .....	T.35
T2.1 I	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.37
T2.1 J	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T.38
T2.1 K	CERTIFICATE OF MUNICIPAL SERVICES AND PAYMENTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>

## LIST OF RETURNABLES

1. Proof of Central Suppliers Database (CSD) registration
2. C.K Document
3. Certified ID copies (of not more than three months) of company directors
4. Certified copies must have a date of certification and should be not older than 3 months as at the close of the tender. (Should the copy not have the date of certification the tender will be regarded as non-responsive)
5. Only original stamp and signature will be accepted.
6. Copy of a certified document will be considered non responsive.
7. A signed Joint Venture Agreement (In case of a Joint Venture)
8. Recent Statement of Municipal rates and taxes or municipal service charges of every Director Listed on the C.K Document not older than three months from the date issued (the address that appears on the rates statement must correspond to the address on the CSD)
9. Recent Statement of Municipal rates and taxes or municipal service charges of the Company (Bidder) not older than three months from the date issued.
10. Should a Company (Bidder) Lease a property, the lease agreement will replace the requirement on (11).
11. Should Directors be residing in rural areas, Letter from Tribal Authority confirming your stay in that Area ( the address that appears in the letter from Tribal Authority must correspond to the address on the CSD)
12. Should the Director not be responsible for rates and taxes but residing in an area where there is Municipal Services offered, the director should submit the Original Affidavit from South African Police Service Confirming as such.
13. Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.
14. Requirements should be submitted for J.V based on their applicability.
15. CIDB Grade of 6CE or higher
16. Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

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**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 Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for company**

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

As witness

1.....  
Chairman

2.....  
Date

**B. Certificate of partnership**

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

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**C. Certificate for Joint Venture**

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

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

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

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

**D. Certificate for sole proprietor**

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

As Witness:

1.....

.....

Signature:

2.....

.....

Date

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)

**E. Certificate for Close Corporation**

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

This is to certify that

.....(Tenderer)

of

.....(address)

.....

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

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

Particulars of person(s) attending the meeting:

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

Capacity.....

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

Capacity.....

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

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

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

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FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK (WARD 17)

**T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



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

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....

BID No.: MIG/NNW/2487/24/25

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**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 five years:

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

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

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

Tenderer.....

BID No.: MIG/NNW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK (WARD 17)

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

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

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

Attach additional pages if more space is required.

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

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

Tenderer.....

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**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:

.....

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**T2.1 H CERTIFICATE OF NON-COLLUSIVE TENDER**

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

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

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

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

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

SIGNED ON BEHALF OF TENDERER: .....

BID No.: MIG/NW/2487/24/25

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**I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER: .....

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

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

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

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

**Note to tenderer:**

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

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**T2.1 J COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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



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

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

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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**FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK(WARD 17)**

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

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

Signed

Date

Name

Position

Enterprise  
name

---

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**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES ..... T.43

T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.44

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## 2 Other documents required only for tender evaluation purposes

Certificate of Contractor Registration issued by the Construction Industry Development Board,

Copy of company registration certificate (C.K. Certificate) with shareholding

An original valid Tax Clearance Certificate issued by the South African Revenue Services.

Where the tendered amount inclusive of VAT exceeds R 10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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**T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

Bidders are required to furnish a copy of three months audited set of financial statements for consideration by the Ditsobotla Local Municipality for Tender Sum greater or equal to Ten Million Rands (> / = R 10 000 000.00).

**2. DETAILS OF CONTRACTOR’S BANK ACCOUNT**

I/We furnish the following information:

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

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

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

DATE: .....

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**T2.2 B 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 6CE OR HIGHER.

Or

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

Note:

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

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

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL .....	T.46
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT .....	T.47
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE .....	T.48
T2.3 D	RATES FOR SPECIAL MATERIALS .....	T.49

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

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



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

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

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

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

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

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**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.

<b>MONTH</b>	<b>VALUE (INCLUDING VAT)</b>
1	R .....
2	R .....
3	R .....
4	R.....
5	R .....
6 (FINAL)	R .....
<b>TOTAL: R.....</b>  <b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b>	

SIGNED ON BEHALF OF TENDERER: .....

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**T2.3 D RATES FOR SPECIAL MATERIALS**

Only bitumen products will be dealt with as a special material in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products, reinforcing steel and cement as indicated in the contract data must be stated in the list below.

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:.....

## **T2.4 MBD FORMS**

The tenderer must complete the following returnable documents:

**MBD 4**

**Declaration of Interest**

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

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

3.2. Identity Number: .....

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

3.4. Company or Close Corporation Registration Number: .....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number: .....

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

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

3.8.1. If yes, furnish particulars

.....  
.....

3.9. Have you been in the service of the state for the past twelve months?

**YES/NO**

3.9.1. If yes, furnish particulars

.....  
.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....  
 .....

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

3.12.1 If yes, furnish particulars

.....  
 .....

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

3.13.1 If yes, furnish particulars.

.....  
 .....

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

3.14.1 If yes, furnish particulars:

.....  
 .....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name: On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

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

***(a) a member of –***

***(i) any municipal council;***

***(ii) any provincial legislature; or***

***(iii) the national Assembly or the national Council of provinces;***

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

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

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

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

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

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

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

1.2 If yes, provide particulars.

.....  
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1. If yes, furnish particulars.

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1. If yes, furnish particulars.

.....  
.....



**CERTIFICATION**

**I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.  
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

**1.2 To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a. The applicable preference point system for this tender is the 80/20 preference point system.
- b. 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a. Price; and
- b. Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
RACE (BLACK) = 5	
GENDER (WOMEN) = 5	
YOUTH = 5	
DISABILITY = 5	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- a. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

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

### 3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1 POINTS AWARDED FOR PRICE

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

**80/20**

or

**90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- a. an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b. any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE (BLACK)	5	
GENDER (WOMEN)	5	
YOUTH	5	
DISABILITY	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

3.1. Name of company/firm.....

3.2. Company registration number: .....

3.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

3.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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



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

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

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

	Minimum Threshold for Local Content

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**

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

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity),  
the following:

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Ditsobotla Local Municipality Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by the municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder or any of its directors have:
  - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF THE CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

# THE CONTRACT

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

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK

**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	E.2
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) .....	E.6
C1.3	FORM OF GUARANTEE (PRO FORMA) .....	E.9
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002) .....	E.11
C1.5	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	E.13
C1.6	CONTRACT DATA .....	E.15
C1.7	GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT .....	E.26

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK

**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:

**CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK.**

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 the tender.

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

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

.....

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the tenderer .....  
(Name and address of organization)

Name of Witness..... Signature.....

Date .....

## **Acceptance**

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one copy of the fully signed original document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer.....  
 (Name and address or organization)

Name of Witness..... Signature.....

Date .....

**Schedule of Deviations**

Item	Deviation Details

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

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

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name of Witness..... Signature.....

Date .....



**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name of Witness..... Signature.....

Date .....

BID No.: MIG/NW/2487/24/25

FOR: CONSTRUCTION OF BOIKHUTSO STORM WATER NETWORK

### **C1.2 AAGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 5.14.4 of the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

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



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**C1.3 FORM OF GUARANTEE (PRO FORMA)**

Contract No.

WHEREAS \_\_\_\_\_

(hereinafter referred to as "the Employer") entered into a Contract with \_\_\_\_\_

\_\_\_\_\_

(hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

for the construction of \_\_\_\_\_

at \_\_\_\_\_

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

AND WHEREAS \_\_\_\_\_

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

NOW THEREFORE WE, \_\_\_\_\_

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of  
\_\_\_\_\_ (R\_\_\_\_\_)

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

We hereby choose our address for the serving of all notices for all purposes arising herefrom as  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Duly authorised to  
sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)**

THIS AGREEMENT made at ..... on this the ..... day of ..... in the year ..... between **DITSOBOTLA LOCAL MUNICIPALITY** (hereinafter) called “the Employer” of the one part, herein represented by ..... in his capacity as ..... and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and ..... in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as **ANNEXURE A.**

WHEREAS the Employer is desirous that certain works be constructed, as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act No.29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations, and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations, and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit/quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.

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- 5. The Contractor shall himself obtain the necessary authorization for mining, quarrying, blasting, and crushing for all the borrow pit sites.
- 6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated after the contract.
- 7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments, and its Regulations.
- 8. This Agreement shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy).

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

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....



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**C1.5 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996  
AND AMENDMENT ACT No. 72 OF 1997****DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or

- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

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**C1.6 CONTRACT DATA****C1.7.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering.

**Section 1: Data provided by the Employer**

Clause	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The “Commencement date” shall be the date the site is handed over to the Contractor.
1.1.14	<p>The employer is the <b>DITSOBOTLA LOCAL MUNICIPALITY</b></p> <p>The Employer’s address for receipt of communication is</p> <p>Postal Address:</p> <p><b>Ditsobotla Local Municipality</b>  <b>Private Bag X 7</b>  <b>Lichtenburg</b>  <b>1280</b></p> <p><b>Telephone : 018 633 3999</b></p>
1.1.15	<p>The Engineer is <b>Molatelo Engineers (Pty) Ltd</b>, also referred to in this document as <b>ME (Pty)Ltd</b></p> <p>The Engineer’s address for receipt of communication is :</p> <p>101 Glenrant Building  62 Glenwood Road  Lynwood Glen  0081</p> <p>Telephone: 012 348 2269/58 / +27 67 117 2553</p> <p>E-mail: Info@molateloen.com</p>
1.6	The special non-working days are public holidays, Saturdays and Sundays.
1.6	The year end break commences on the 15 <sup>th</sup> December <b>and</b> ends on 10 <sup>th</sup> January.
2.1	<p>The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> <li>1. Approval of extension of time:</li> <li>2. Approval of additional costs:</li> <li>3. Approval of variation orders:</li> <li>4. Approval of penalties:</li> </ol>

Clause																									
7.	The Guarantee is to contain the <b>same wording</b> as the document included as C1.3 under returnable documents.																								
7.	The amount of the Guarantee is to be 10% of the contract price																								
7.	The Guarantee is to be delivered fourteen (14) days after the Letter of Acceptance.																								
10.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as the Date of Site handover.																								
12.2	The Works program is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over																								
35.1.1.2.2	a) Materials supplied by the employer for incorporation into the works is <b>NIL</b>																								
35.1.3	The Limit of the liability insurance required should not be less than the contract amount.																								
35.1.4	The following additional and varied insurances are required: <b>Not Applicable</b>																								
37.2.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.																								
42.1	The Works shall be completed within <b>SIX (06) months</b> as envisaged by the employer.																								
43.1	The penalty for delay is R2, 000 per working day or part thereof.																								
46.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150 The values of the co-efficients are:</p> $(1 - x) \left[ \frac{aLt}{Lo} + \frac{bEt}{Eo} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table data-bbox="352 1749 1302 1951"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Labour Intensive</th> </tr> </thead> <tbody> <tr> <td>x =</td> <td>0,150</td> <td>...</td> <td>...</td> </tr> <tr> <td>a =</td> <td>0,25</td> <td>0,26</td> <td>...</td> </tr> <tr> <td>b =</td> <td>0,30</td> <td>0,30</td> <td>...</td> </tr> <tr> <td>c =</td> <td>0,37</td> <td>0,37</td> <td>...</td> </tr> <tr> <td>d =</td> <td>0,08</td> <td>0,07</td> <td>...</td> </tr> </tbody> </table> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p>		New Road Construction	Rehabilitation	Labour Intensive	x =	0,150	...	...	a =	0,25	0,26	...	b =	0,30	0,30	...	c =	0,37	0,37	...	d =	0,08	0,07	...
	New Road Construction	Rehabilitation	Labour Intensive																						
x =	0,150	...	...																						
a =	0,25	0,26	...																						
b =	0,30	0,30	...																						
c =	0,37	0,37	...																						
d =	0,08	0,07	...																						

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Clause	
	<p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is <b>DITSOBOTLA</b></p> <p>The base month is the month prior to the month in which the closing date of the tender falls</p>
46.3	<p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Reinforcing steel and Cement</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
49.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
49.3	The percentage retention is 5% of the tender sum (excluding CPA and VAT).
49.3	The limit of retention money is 5% of the tender sum (excluding CPA and VAT)
49.6	A Retention Money Guarantee <b>is permitted</b>
53.1	The Defects Liability Period is twelve (12) calendar months after final

<b>Clause</b>	
	completion date.
58.2/58.3	Disputes are to be referred to mediation
58.4	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of RDP	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values</p> <p>In this contract the minimum target values shall be as follows:</p> <p style="padding-left: 40px;">Labour Maximisation : <b>10%</b></p> <p style="padding-left: 40px;">ABE support : <b>15%</b></p> <p style="padding-left: 40px;">HDI Supervisory Staff : <b>5%</b></p> <p>The penalties for not reaching the required target values will be calculated at <b>30% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works.</b> No bonuses for achieving the set target values are applicable.</p>

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**Section 2: Data provided by the Contractor**

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

## **C1.7.2 Variations to the General Conditions of Contract**

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

### **1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS**

Add the following sub-clause:

**“1.1.25 Letter of Acceptance** means the letter from the Employer stating that the Contract has been awarded to the Contractor and **The Commencement Date** shall mean the date of the Official Site Hand-over.”

**1.1.25 Selected sub contractor** shall mean a sub contractor selected in terms of clause 6 of the GCC 2015 3<sup>rd</sup> Edition.

### **2. ENGINEER AND ENGINEER’S REPRESENTATIVE**

#### **2.2 Engineer to consult with contractor and Employer**

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

Add the following:

#### **“2.10 Authority of the Employer**

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

### **4. BASIS OF CONTRACT**

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

Add the following:

#### **“4.2 Contractor deemed to have inspected the Site**

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

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



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

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

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

#### **4.3 Contractor’s liability for his own design errors**

In the first line insert “and Temporary” between “Permanent” and “Works”.

#### **4.6 Compliance with Applicable Laws**

Amend subclause 4.6.2 to “Health and Safety”.

Add the following:

##### **“4.6(3) Occupational Health and Safety Act**

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

##### **4.6(4) Mine Health and Safety Act, number 29 of 1996**

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

##### **4.6(5) Mineral Resources Petroleum Development Act, number 28 of 2002**

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

Add the following:

#### **“4.7 Extent of Contractor’ obligations**

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

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and

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

## **6. SUBCONTRACTING**

Add the following subclauses:

### **“6.7 Continuing obligation extending beyond date of completion of the work**

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

### **6.8 Convert the subcontract**

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

Provided that:

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

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**11. ACCESS TO THE SITE**

## 11.1.2 Add the following to subclause 11.1.2

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

**30. REMOVAL OF CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

**“30.2 Preclude seizure of constructional plant**

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

**30.3 Constructional plant brought to the site by the subcontractor**

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

**32. CARE OF THE WORKS**

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

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

**37.2 Daywork**

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

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#### **45. PROVISIONAL AND PRIME COST SUMS**

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

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

#### **49 INTERIM PAYMENTS**

##### **49.4 Employer's obligation to pay**

Add the following new paragraph:

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

#### **50 VARIATIONS EXCEEDING 15 PER CENT**

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

Add the following subclause:

##### **"50.1.7 Variations exceeding 30% per cent**

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

#### **55 TERMINATION BY EMPLOYER**

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

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

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

## **56. CANCELLATION BY CONTRACTOR**

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

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

## **58. SETTLEMENT OF DISPUTES**

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

**C1.7 GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

## **PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS .....	E.28
C2.2	BILL OF QUANTITIES .....	E.32

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## C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	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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14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

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

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

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## **C2.2 BILL OF QUANTITIES**

### **SCHEDULE A: ROADWORKS**

1200	General Requirements and Provisions
1300	Contractor's Establishment and Provisions
1400	Housing, Offices and Laboratories for the Engineer's Personnel
1500	Accommodation of traffic
1700	Clearing and Grubbing
1800	Daywork
2200	Prefabricated Culverts
2300	Concrete Kerbing, Concrete Channelling
3100	Borrow Materials
3300	Mass Earthworks
3400	Pavement Layers of Gravel
3500	Stabilisation
5100	Pitching, Stonework and Protection Against Erosion
5400	Guardrails
5600	Road Signs
5700	Road Markings
5900	Finishing the Road and Road Reserve and Treating Old Roads
7300	Concrete Block Paving for Roads
8100	Testing Materials and Workmanship

### **CALCULATION OF TENDER SUM**