

DITSOBOTLA LOCAL MUNICIPALITY



DEPARTMENT: INFRASTRUCTURE & TECHNICAL SERVICES: ROADS & STORMWATER

TENDER NUMBER: MIG/NW/2845/24/25

TENDER DOCUMENT FOR CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel: _____ Fax: _____ Cell: _____
Tender Amount from Form of Offer	R _____ (incl. VAT)
CIDB Grading & CRN No	

Prepared for:
The Municipal Manager
Ditsobotla LOCAL MUNICIPALITY
 Private Bag X7
 LICHTENBURG
 2740

Prepared By:

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Note: The Tenderer must ensure that the documents received are complete, as neither the Client nor the Principal Agent will accept any responsibility for any problem that may occur as a result of incomplete documentation.

ADVERTISED IN:

PUBLISHING DATE: 19 June 2024

TENDER NOTICE:

DITSOBOTLA LOCAL MUNICIPALITY

TENDER ADVERT: DITSOBOTLA LOCAL MUNICIPALITY

Tenders are hereby invited for the Department: Infrastructure & Technical Services

TENDER NO:

TENDERS ARE HEREBY INVITED FROM COMPETENT CONTRACTORS WITH A CIDB GRADING OF 4GB or 4GB OR HIGHER FOR THE CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

A **Non-Compulsory Briefing Session** will be held at the DITSOBOTLA LOCAL MUNICIPALITY.

Non-refundable Document fee: R1 500-00 payable in cash or by bank guaranteed cheque, payable between 08:00 and 16:00 at the PMU Office in the Municipal Offices (**CIVIC CENTRE, DR NELSON MANDELA DRIVE, LICHTENBURG Finance Office**)

Technical Enquiries: Mr. I Sejake Tel: 082 333 7486
(Ditsobotla LM: – Project Management Unit)

Documents available: As from **Tuesday 25th June 2024** during office hours, at the municipal rates hall in the DITSOBOTLA Municipal Offices, LICHTENBURG.

Closing date: **Friday, 10 July 2024** **Time: 12:00pm**

Sealed proposals marked “**BID No: MIG/NW/2845/24/25: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG**” are to be deposited into the tender box situated at the Records Office No.12, Civic Centre in the DITSOBOTLA Municipal Buildings Civic Centre, LICHTENBURG.

Tender conditions:

- ❖ As from the 7 December 2011, all service providers / contractors must submit valid, certified copies of their BBBEE certificates from an accredited BBBEE verification agency with their tender submission. Failure to submit a BEE certificate will lead to forfeiture (loss) of the preference points.
- ❖ In the instance of Exempted Micro Enterprises (EME) (turnover less than R 5m) a letter from a professional, registered accountant / auditor must be submitted to qualify for preference points.
- ❖ Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
- ❖ A valid original Tax Clearance Certificate (or in the case of a Joint Venture, of all the partners in the Joint Venture) must be submitted with the tender document.
- ❖ Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
- ❖ A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate.
- ❖ Late bids will not be considered. Please note that bids are late if they are received after the closing date and time.
- ❖ Bids will be valid for 90 days.
- ❖ All items must be priced, failure to price all items will render your bid non-responsive
- ❖ Telefax or e-mail tenders are not acceptable.
- ❖ Tenders may only be submitted on the bid documents as provided by **DITSOBOTLA LOCAL MUNICIPALITY**. All relevant forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorised official. Use of “**tipex**” or any other correction fluid, and pencil will not be acceptable
- ❖ The lowest or any tender will not necessarily be accepted, and **DITSOBOTLA LOCAL MUNICIPALITY** reserves the right to accept a tender in whole or in part.
- ❖ If the appointed company / service provider is not based in the jurisdiction of **DITSOBOTLA LOCAL MUNICIPALITY**, a Corporate Social Responsibility Contribution of one (1) percent will be levied on all payments made to the company / service provider.
- ❖ All prices must be quoted in South African currency and must be VAT Inclusive.

MR. RC MOOKETSI
ACTING MUNICIPAL MANAGER
DITSOBOTLA LOCAL MUNICIPALITY
Private Bag X7
LICHTENBURG,
2740

CERTIFICATE OF SITE VISIT / BRIEFING SESSION

I hereby certify that I

.....

Representative of (Tenderer)

.....

Of address

.....

visited the Site of Works / attended compulsory briefing session* on (date)

.....

and have ascertained all aspects which may influence the work and the costs thereof. I have also studied the tender documents before visiting the Site of Works.

I certify that I am satisfied with the description of the Works and the explanations (if any) given to me by the Principal Agent. I am also familiar with the way the Work is set out and specified, as well as the way the Work must be carried out under the Tender.

Signed by Tenderer

Signed by Engineer or Attending Municipal Representative

** Delete whichever not applicable*

PART T1 : TENDERING PROCEDURES

THE TENDER

Part T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.1.1 Tenders are hereby invited from competent general building and/or civil engineering contractors with the CIDB grading of 4GB or higher for the CONSTRUCTION OF COMMUNITY HALL IN ITEKENG. Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB.
2. The lead partner has a contractor grading designation in the 4GB or higher class of construction work.
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 a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4. Partners in a Joint Venture are only allowed to form a Joint Venture with a single set of partners.

T.1.1.2 Tenders will initially be evaluated and assessed based on Functionality. On meeting minimum Functionality criteria, tenders will be further evaluated and assessed using the 80/20 preference point system which awards points based on 80 points for price and 20 points for B-BBEE level of contribution.

T1.1.3 Preferences points are awarded based on the B-BBEE Status Level of the tenderer.

T.1.1.4 The physical address for collection of tender documents is:

DITSOBOTLA LOCAL MUNICIPALITY
Reception Desk of the PMU Office
Civic Centre, Lichtenburg
Dr Nelson Mandela Drive

Documents may be collected during working hours as per Tender Invitation. A non-refundable tender deposit of **R1 500-00 (One Thousand Five Hundred Rand)** payable in cash or by bank guaranteed cheque made out in favor of DITSOBOTLA LOCAL MUNICIPALITY, payable on collection of the tender documents.

T1.1.5 Queries relating to the issue of these documents may be addressed to:
Ms. Y. Mngeyane (Project Management Unit) on Tel: (018) 633 3800 during office hours Monday to Friday.

T1.1.6 **No compulsory** clarification meeting.

- T1.1.7 The closing time and date for receipt of tenders is as per Tender Invitation.
- T1.1.8 Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
- T1.1.9 Tenders will be opened in public by Supply Chain.

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the May 2010 edition (and amendments thereto) of the CIDB Standard for Uniformity in Construction Procurement.

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

T1.2 Tender Data Information

The following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender. The following Clauses are highlighted. It is the responsibility of the Tenderer to obtain the full CIDB Standard Conditions of Tender from their website. www.cidb.co.za

Clause

F1.1 The Employer is: **DITSOBOTLA LOCAL MUNICIPALITY**

F1.2 The documents listed below will form part of this contract. The tender documents issued by the employer comprise Volume 3. The employer does not supply Volumes 1 and 2. Tenderers are to acquire their own copies of these documents.

Volume 1 The **General Conditions of Contract for Construction Works (2010)** published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tell: 011-805-5947).

Volume 2 **Standardised Specifications for Civil Engineering Construction SABS 1200** - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001.

Volume 3 The tender documents issued by the Employer comprise:

Tendering Procedures

- T1.1 Tender notice and invitation to tender
 - Clarification Meeting / Site Inspection Certificate
- T1.2 Tender Data
- T2.1 List of returnable documents
- T2.2 Returnable schedules

Part 1 - Agreements and Contract Data

- C1.1 Form of Offer
- C1.2 Form of Acceptance
- C1.3 Contract Data
- C1.4 Form of Guarantee

Part 2 - Pricing data

- C2.1 Pricing instructions
- C2.2 Schedule of Quantities

Part 3 - Scope of work

- C3.1 Description
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6.1 Project Specifications
- C3.6.2 Particular Specifications
- C3.7 Generic Specifications

Part 4 – Site Information

- C4.1 Site information

Part 5 - Annexures

- Annexure A: Occupational Health & Safety Act
- Annexure B: EPWP Labour Forms & Branding
- Annexure C: EPWP Guidelines and Conditions
- Annexure D: Reduced Drawings for Tender Purposes
- Annexure E: Minimum Requirements for Waste Disposal by Landfill (Abbreviation of 2nd Edition, 1998)

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 Employer's Agent is: **ASPIRE ARCHITECTS (Pty) Ltd.**

Name: **SIMON NGUBENI**

Address: 18 Kyalami Blvd, Kyalami Business Park, Gauteng, Golfview, 1684

Tel No: **+27 64 532 3648**

E-mail: rendani@aspirearchitects.co.za

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 reasons for such action upon written request to do so.

F.1.5.2 the Employer may accept the tender in full or accept a portion (Section) thereof only

F1.6 Procurement Procedures

F1.6.1 Data Pertaining to Targeted Procurement

This tender will be adjudicated and awarded in terms of the DITSOBOTLA LOCAL MUNICIPALITY Procurement Policy. The complete document can be requested from DITSOBOTLA LOCAL MUNICIPALITY.

F1.6.2 Corporate Social Responsibility

A contribution of 1% of the value of the contract must be made by contractors not based in DITSOBOTLA LOCAL MUNICIPALITY Jurisdiction as Social Responsibility Contribution for the development of the Community of DITSOBOTLA. The 1% contribution will be deducted from all certified payments to the contractor and will be deducted from the amount payable before payment is issued.

C1.6.5 Data Pertaining to CIDB Registration

Basis for CIDB Rating Requirement – CIDB Table 8

A contractor registered in a specific contractor's grading designation indicated in column 1 of Table 8, can undertake a contract in the range of values indicated in columns 3 and 4 in the class of construction works to which the category of registration relates to:

Table 8 amended by Government Notice No. 8986 of 14 Nov 2008 published Government Gazette no. 31603 of 14 Nov 2008

Contractor Grading Designation	Tender Value Range Designation	Less Than or Equal to (R)
1 (Class of Construction Works)	1	R 200 000
2 (Class of Construction Works)	2	R 650 000
3 (Class of Construction Works)	3	R 2 000 000
4 (Class of Construction Works)	4	R 4 000 000
5 (Class of Construction Works)	5	R 6 500 000
6 (Class of Construction Works)	6	R 13 000 000
7 (Class of Construction Works)	7	R40 000 000
8 (Class of Construction Works)	8	R130 000 000
9 (Class of Construction Works)	9	"No limit"

Information regarding the CIDB can be obtained from their website: www.cidb.org.za

Potentially emerging enterprises

Sub regulation (7A) Government Notice 842 of 29138 published in Government Gazette No. 29138 of 18 August 2006 states that:

(8) Within the framework of a targeted development programme promoted by a client or employer, that client or employer may accept for evaluation tender offers or expressions of interest by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations, one level higher than the contractors registered grading designation if that client or employer-

- (a) is satisfied that such a contractor has the potential to develop and qualify to be registered in a higher grade; and
- (b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract

F.2 **TENDERER'S OBLIGATIONS**

F2.1 Eligibility of the Tender.

F2.1.1 Only those tenderers who have a valid and updated registration with the Construction Industry Development Board (CIDB) are eligible to submit tenders. Proof of Registration to be attached.

Contractors must have in their employ management and supervisory staff satisfying the requirements of the scope of works for labour intensive competencies for supervisory and management staff are eligible.

F2.1.2 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors.

F2.1.3 Only tenderers who are registered with the CIDB, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the value in a class of construction work as per CIDB Table G1; and

Description	Grading Required
CONSTRUCTION OF COMMUNITY HALL IN ITEKENG	4GB or Higher

and who satisfy the following criteria, that the employer:

- (a) is satisfied that such a contractor has the potential to develop and qualify to be registered in a higher grade; and
(b) ensures that financial, management or other support is provided to the contractor by a main contractor/mentor to enable the contractor to successfully execute the contract

F2.1.4 Only tenders from competent & experienced Tenderers will be considered. The Tenderer must indicate his relevant experience (similar to the Scope of Works as tendered for) in the schedule (Schedule G) provided.

Copy of the Completion Certificate of at least 3 similar building projects (i.e., total value of each project \geq R8 million) completed within the last 8 years must be attached to (Schedule D) of this tender. Combined project value no less than R18 million.

Appointment of a competent contractor for this Tender is subject to compliance with the Tender requirements and availability of funds for the implementation.

If no information is provided, the tenderer will be considered as inexperienced in the work tendered for and may therefore be disqualified.

F2.1.5 Only tenderers that are capable to provide a construction guarantee to 10% of the contract value (excl. VAT & Contingencies) for the full duration of the construction period from a Registered Financial Institution or Accredited Financial Provider registered at the Financial Services Board. Letter of Intent and previous Guarantee history should be provided.

F2.1.6 Joint ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with the CIDB;
- b) the lead partner has a contractor grading designation of 4GB or higher in the General Building or Civil Engineering work classification for Section A & C (Civil Engineering Works) and 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 4GB of General Building or Civil Engineering work. (Refer to the schedule below)

Table of Joint Venture Combinations

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contract grading designation 5 One contractor registered in contract grading designation 5 and two registered in contract grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor designation 8

F2.2 Cost of Tendering

The Employer is not responsible for any costs or losses incurred by any Tenderer during the preparation of his Tender or the visit to site for the official site inspection.

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 about 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.

Any receiver of tender documents whether a Tender is submitted or not must consider the contents of the documents as private and confidential.

Information supplied by Tenderers relating to the examination, clarification, evaluation and adjudication of tenders and recommendations for the award of the contract will not be disclosed to Tenderers or any other persons not officially concerned with such processes.

If so instructed by the Procurement Department, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Document.

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

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, to take the addenda into account.

F2.7 Site Visit and Clarification Meeting:

Date: **None**

Venue: NA

Time: NA

A person who is suitably qualified and experienced to comprehend the implications of the work involved, must represent that tenderer at the briefing and the site inspection. If the tenderer or its representative does not attend the site meeting, the tender will be disqualified.

Tenderers must sign the attendance list in the name of the tendering entity. Tenders and Addenda will only be issued to those tendering entities appearing on the attendance list.

F2.9 Insurance

The contractor will be required to provide the following insurances (securities) and the tenderer is advised to seek qualified advice regarding insurance.

F.2.9.1 Contract Work Insurance (Also Refer to Clause 10 of the JBCC Edition 6.2 of May 2018)

A Fixed Construction Guarantee to the employer equal in value to Contract Sum + 10% of the contract value excluding VAT & Contingencies and escalation if applicable by an institution approved by the employer. The amount so deposited, or the Surety ship so furnished, shall be held until the completion of the Contract, as security that the Contract shall be fully implemented and carried out of its terms by the Contractor.

The fixed construction guarantee shall come into force on the date of issue and shall lapse on the date of Completion Certificate being issued.

The employer or his representatives shall return the original fixed construction guarantee policy contract to the contractor within fourteen (14) days from the date of Completion Certificate being issued.

The Contractor is expected to provide a valid and original Construction Guarantee at time of site handover. Should the contractor fail to furnish the required construction guarantee the employer, in his sole discretion may cancel the agreement with the appointed contractor.

The Tenderer is to state clearly in the Tender form which of the forms of Surety specified, he proposes to submit in the event of his being called upon to take up the Contract, either:

- [a] Bank Guarantee Or
- [b] Surety Bond by an approved Insurance Company

F.2.9.2 Public Liability Insurance

This insurance provides indemnity against legal liability in the event of accidental death of or injury to a third-party person and/or loss of or damage to third party property directly arising from the performance of the contract and occurring during the period of insurance with an indemnity limit of R 5 million of all claims arising from any one event or series of events resulting from or attributable to any one source or original source.

F.2.9.3 Insurance to be affected by the contractor

The contractor or subcontractor must supply the following insurance, where applicable:

- a) Insurance for construction machinery and plant (including tools, offices and other temporary structures and content) and other items – other than those intended for incorporation into the works – brought onto site for an amount adequate to replace same.
- b) Insurance under the provision of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

- c) Motor vehicle liability insurance with (at least) indemnification for “balance of third party” risk, including passenger liability.
- d) If the contract entails manufacture and/or assembly of the works or parts thereof on a site other than the contract site, the contractor must satisfy the employer that all materials and equipment intended for incorporation into the works are adequately insured during the manufacture or assembly, such interest should be recorded by way of endorsement on the policies concerned.
- e) A Coupon Policy for Special All Risk Insurance issued by the South African Special Risk Insurance Association to cover all materials (bought by the contractor or by cession) and works already constructed against damage; looting; fire due to civil unrest (SASRIA)

F2.10 Pricing the tender offer

- F2.10.1 The tenderer must allow in the tendered rates for all labour, materials, equipment, temporarily works, arrangements, etc., for the satisfactory completion of the Works according to the Tender documents. No additional payments will be considered.

The tenderer should note that EPWP Principles will be applicable to this project.

Should a tenderer wish to deviate from the specifications or propose different construction materials or methods, he may do so, provided that full details are submitted with the tender. Notice of any deviations or alterations must be given in SCHEDULE A.

- F2.10.3 A provisional amount for VAT must be allowed for in the Schedule of Quantities. The amount allowed is fourteen percent of the Tender amount including contingencies. All payment claims must be accompanied by a Tax Certificate in accordance with the requirements of the Income Tax Law.

F2.12. Alternative Offer.

1. The council will consider an alternative tender submitted by the tender for a proposal or design other than that incorporated in the Tender Documents.
2. No alternative tender will be considered unless this tender is also submitted free of qualifications and strictly in accordance with the instructions given in the tender document, the tenderer is obliged also to tender for the council's designs.
3. The alternative tender shall include the following information in sufficient details and to the same standards as the tender documents to enable the alternative tender to be considered from the technical, financial and other aspects in relating to the council's design:

a) Technical Details

Full details of design parameters utilized for alternative tender, attention being given to deviations from and interpretations of the data in the tender documents.

- b) Drawing and Specifications
 - i. Detailed specifications for those of the alternative tender not covered by the council's specifications.
 - ii. Drawings fully describing the alternative tender
 - c) Risk
 - i. Statement of the effect that the alternative tender has on the sharing of risk between the council and the contractor. Any increased risk to the council shall be described.
 - ii. Risk unacceptable to the council will render the tender liable to be rejected by the council.
 - d) Schedule of Quantities

A detailed price schedule of quantities shall be submitted and shall cover the following aspects:

 - i. The cost implication of any change in risk
 - ii. The cost implication of qualifications to the tender (qualifications not priced will render the alternative tender liable to be rejected by the council)
 - iii. Any items not priced in the alternative tender shall be deemed to be included in the rates and prices tendered
 - e) Construction Programme

A detailed programme stating advantage, if any, over the programme utilizing the council's design for the works
4. Should the alternative tender include any building work to be carried out in compliance with the National Building Regulations, the tender shall certify that the alternative proposals will be in accordance with the National Building Regulations. Payment will not be made by the council in respect of such building work prior to the approval by the council of the alternative building plans.
5. The alternative tender will be regarded as incomplete and is liable to be rejected by the council should
- a) The council's design be not priced by the tender where so required in terms of sub-paragraph (2) above
 - b) The data in respect of the alternative tender in terms of sub-paragraphs (3) and (4) above be not submitted.
6. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
7. 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.

F2.13 Submitting a Tender Offer

Submit one tender offer only, either as a single entity or as a member of a Joint Venture to provide the whole of the works, services identified in the contract data and described in the Scope of Works.

Members/Partners in a JV may only submit ONE tender with one set of partners. If a member/partner in a JV also commit to a partnership with another company BOTH tenders will be disqualified as unfair competition.

Tenderers must submit an offer for all the items on offer. An original tender document with all pages intact including drawings with no copies to be submitted.

Alternative tender offers to be submitted in original format i.e., Schedule of Quantities & Drawings

F2.13.5 Tender Envelope Information

Employers Address: DITSOBOTLA LOCAL MUNICIPALITY
Private Bag X7, LICHTENBURG, 2740.

Location of Tender Box: DITSOBOTLA LOCAL MUNICIPALITY
Tender Box located at the Municipal Hall, Civic Center, LICHTENBURG

Identification Details: **Tender No: MIG/NW/2845/24/25**

Description of Project: **CONSTRUCTION OF COMMUNITY HALL IN ITEKENG**

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. Late tenders will be disqualified.

F2.13.6 Two Envelope Procedure

A two-envelope procedure will not be followed.

F.2.13.9 Facsimile / Fax or E-mailed Tenders

Fax; facsimile or e-mail tenders will not be accepted.

F2.14 Tender all complete

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

The following criteria will be used to establish completeness for responsive tenders

Criteria §	Complete Yes	Incomplete No
Tenderer has attended the compulsory site inspection		
Tender document returned in original form including drawings issued for tender purposes		
Tenderer has signed and completed the Form of Tender		
Tenderer has completed and signed all Returnable documents		
Schedule of Quantities has been completed in full in black ink, all items completed as instructed and Summary Page has been signed		
Tenderer has supplied ORIGINAL VAT Clearance Certificate		
Tenderer has supplied a valid B-BBEE certificate, issued by an accredited verification agency, JVs to submit consolidated B-BBEE certificate		
Contractor has supplied fully paid-up Municipal Account (no more than 3 months old)		
Contractor has supplied Letter of Good Standing for Workmen Compensation		
Contractor has completed Bank Details or provided a cancelled cheque		

F2.15 Closing Date & Time

Closing Date: 10/07/2024

Closing Time: 12:00pm

F2.16 Tender Offer Validity

90 Calendar Days from Closing Date.

- (a) The tenderer may withdraw or alter his tender prior to the closing date of the tender.
- (b) No tenderer may withdraw his tender for a period of **90 days** after the closing date of tenders.

- (c) If a tenderer should wish to amend or withdraw his tender after the closing date:
 1. He gives notice that he is not able to perform in accordance with his tender; or
 2. Fails to sign the Tender or to submit the required Bond; or
 3. Fails to perform

he will be liable for any additional expenses the employer may incur in calling for new tenders or the difference between his tender and a less advantageous tender, except if the employer considers the circumstances justified and relieves the tenderer of his obligations.

F2.17 Clarification of tender offer after submission

The original Tender as amended or corrected in writing (if required) will be accepted as the Tenderer's offer. The employer may request additional information from any Tenderer about his Tender. No Tenderer will be allowed to alter the Tender amount stated in his tender. Explanations which do not influence the Tender amount may be accepted by the Employer.

F2.18 Supervisory Staff

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F2.23 Certificates to be submitted

The following certificates need to be included in the Tender:

- a) A valid Original SARS and or VAT Clearance Certificate for the tenderer or Joint Venture Tenderer for each of the JV partners issued by the South African Revenue Services;
- b) A valid B-BBEE certificate, issued by an accredited verification agency.
- c) The tenderer's CIDB Registration Certificate or the JV's CIDB Registration Certificates for each JV partner with an indication of the senior partner.
- d) The tenderers fully paid-up Municipal Account **in the name of the Business** not older than 3 months. Lease agreement to be provided where office is leased.
- e) Workman's Compensation Commissioner - Letter of Good Standing
- f) Completion Certificates of a minimum of 5 successful projects completed.

F.3 **Employers Undertaking**

F3.4 Opening of Tender Submissions

Tender submissions will not be opened in public by Supply Chain Management.

F3.8 Test for responsiveness

The employer or his representative will determine after opening and before detail evaluation whether each tender offer received:

1. Complies with the requirements of these Conditions of Tender in terms of Eligibility
2. Has been properly and fully completed and signed,
3. And is responsive to the other requirements of the tender document

A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations or qualifications. A material deviation or qualification is one which, in the opinion of the employer or his representative, would:

- Detrimentially affect the scope, quality or performance of the works, services or supply identified in the Scope of Work
- Significantly change the Employers of the tenderer's risks and responsibilities under the contract, or
- Affect the competitive position of the other tenderers presenting responsive tenders, if it were to be rectify.

F3.9 Arithmetical errors, omissions and discrepancies

The Employer reserves the right to correct any arithmetical or other errors in the calculation of the Tender amount.

The Tenderer will be notified accordingly prior to his tender being accepted. Under no circumstances will the unit rates be adjusted. Where any discrepancy exists between the unit price and the extended total against any item, the discrepancy will be adjusted by altering the total amount filled in against such item and consequently the total tendered sum

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the tenderer will be requested to –

- a) Justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently
- b) Consider amending and adjusting such rate or rates. It must be understood that in the event of the Tenderer refusing to adjust any rate or rates to the satisfaction of the Employer such refusal may prejudice his Tender.
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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 above.

F3.11 Evaluation of tender Offers

Tender offers will be evaluated on Method 4: Financial Offer, Quality and Preferences

Method 4: Financial offer, quality & preferences	1)	Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data.
	2)	Score tender evaluation points for financial offer.
	3)	Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for referencing.
	4)	Calculate total tender evaluation points.
	5)	Rank tender offers from the highest number of tender evaluation points to the lowest.
	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.

F3.11.2 Functionality Requirement Table

<i>Description of quality criteria & Sub-criteria</i>	<i>points</i>															
<p><u>Capacity to execute work i.to.</u> Infrastructure and Resources Available Plant & Tools. (Refer to Schedule F) Provide proof of ownership (i.e., License Disk/Registration Document) or Letter of Intent/Agreement from Hiring Company is required to score a point</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><i>Plant</i></th> <th style="text-align: center;"><i>Points Owned</i></th> <th style="text-align: center;"><i>Points Hire</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Excavator</td> <td style="text-align: center;">1.25</td> <td style="text-align: center;">0,6</td> </tr> <tr> <td style="text-align: center;">Grader</td> <td style="text-align: center;">1.25</td> <td style="text-align: center;">0,6</td> </tr> <tr> <td style="text-align: center;">Roller</td> <td style="text-align: center;">1.25</td> <td style="text-align: center;">0,6</td> </tr> <tr> <td style="text-align: center;">6m3 or 10m3 Tipper Truck</td> <td style="text-align: center;">1.25</td> <td style="text-align: center;">0,6</td> </tr> </tbody> </table>	<i>Plant</i>	<i>Points Owned</i>	<i>Points Hire</i>	Excavator	1.25	0,6	Grader	1.25	0,6	Roller	1.25	0,6	6m3 or 10m3 Tipper Truck	1.25	0,6	Max 5
<i>Plant</i>	<i>Points Owned</i>	<i>Points Hire</i>														
Excavator	1.25	0,6														
Grader	1.25	0,6														
Roller	1.25	0,6														
6m3 or 10m3 Tipper Truck	1.25	0,6														
<p><u>Key Personnel / Project Team</u> [The personnel as listed must be the site team and may not be changed at time of implementation without prior notice to the Client (DLM) – CV template (Schedule E1) <u>must</u> be completed for each team member.</p> <p><i>*NQF Level 5 or 2 Labour Intensive Construction Related Qualification. Copies of Certificates to be provided to obtain full value of points</i></p>	Max 5															
<p><u>Previous experience</u> - Similar project experience as the work tendered for i.e. Construction of building related projects in the past 8 years (Schedule D). Completion Certificates to be attached,</p> <p>One (1) Similar project completed successfully (1) Two (2) Similar projects completed successfully (2) Three (3) Similar projects completed successfully (3) Four (4) Similar projects completed successfully (4) Five (5) Similar projects completed successfully (5)</p>	Max 5															
<p><u>Financial Capacity</u> – In terms of bank codes or Letter to confirm financial assistance from Approved Financial Institution. Bank Code D; E; F; G & H = (0); Bank Code A; B; C = (2) Can provide a construction guarantee for 10% of the contract value – Letter of Intent of Accredited Financial Institution to be provided to receive a point (1) Completed 2 or more projects equal or higher in value to the amount tendered (2)</p>	Max 5															
<p>The maximum number of points that can be scored</p>	20															
<p><i>For comparison and to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. The service provider should at least score a <u>minimum of 12 points</u> out of the 20 points to be considered in the next evaluation phase.</i></p>																

Table 1: Adjudication: 80/20

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	

F3.13.1 Acceptance of Tender Offer.

Tender offers will only be accepted as responsive if:

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services
- b) the tenderer has in his or her possession a valid B-BBEE Compliance Certificate issued by an Accredited Service Provider
- c) the tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation;
- d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- e) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect

The employer reserves the right to accept any Tender or part thereof or to make no award at all. The lowest tender will thus not necessarily be accepted. The employer also reserves the right to award any part of the tender to any Tenderer. No reasons for the acceptance or rejection of a tender will be given.

F3.18 Signed Copies of Contract

The number of paper copies of the signed contract to be provided by the employer is one.

F3.19 Provide written reasons for actions taken

The Employer may withhold information regarding action taken under certain conditions: e.g.

- a) It is not in the public interest to divulge
- b) Is considered to prejudice the legitimate interest of tenders; or
- c) Might prejudice fair competition between tenders

PART T2 : RETURNABLE SCHEDULES

List of Returnable Documents

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 Registration **Grade of 4GB or higher**
16. Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

T2.1 LIST OF RETURNABLE SCHEDULES TO BE COMPLETED

The following Schedules must be completed in full and returned during tendering. Incomplete forms may lead to disqualification of a tender.

SCHEDULE	Description	Page no
SCHEDULE A	Record of Addenda & Alterations by Tenderer	29
SCHEDULE B1	Compulsory Enterprise Questionnaire	30
SCHEDULE B2	Compulsory Bank Detail Questionnaire	33
SCHEDULE B3	MKLM Corporate Social Responsibility	34
SCHEDULE C	Authority to Sign	35
SCHEDULE D1	Schedule of Similar Work Completed	39
SCHEDULE D2	Schedule of Current Work	40
SCHEDULE E1	Schedule of Contractor's Staff including CV's	42
SCHEDULE E2	Schedule of Subcontractors	44
SCHEDULE F	Schedule of Plant	45
SCHEDULE G1	Schedule of Labour	46
SCHEDULE G2	Schedule of Daywork	47
SCHEDULE H	Tax Certificate	48
SCHEDULE I	Declaration of Good Standing Regarding Income Tax	49
SCHEDULE J	Proof of Registration of B-BBEE Certification	50
SCHEDULE K	Proof of Registration of Workman's Compensation	51
SCHEDULE L	Proof of Registration issued by CIDB	52
SCHEDULE M	Municipal account – not older than 3 months	53
MBD 4	Declaration of Interest (MBD 4)	54
MBD 6.1	Claiming of Preference Points (MDB 6.1)	58
MBD 8	Tenderer's Past Supply Chain Management Experience (MBD 8)	67
MBD 9	Certificate of Independent Bid Determination (MBD 9)	69
	Rates for Special Material	72
	Preliminary Program with defined Milestones	73
	Estimated Monthly Expenditure	74
	Occupational Health & Safety Questionnaire	75
	<u>Agreements & Contract Data</u>	
	Form of Offer and Acceptance ("Offer Portion") & Annexure	87
	<u>Pricing Data</u>	
	Schedule of Quantities	124

SCHEDULE A: RECORD OF ADDENDA AND ALTERATIONS/QUALIFICATIONS BY TENDERER

Any Addenda received by the tenderer should be indicated in this schedule (and attached to this page)

Should the Tenderer desire to make any departures from or modifications to the General Conditions of Contract, the Special Conditions of contract, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

DATE	ADDENDA NO	DESCRIPTION
PAGE	CLAUSE OR ITEM	PROPOSAL

TENDERER

DATE

SCHEDULE B 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The validity of the information supplied in this document will be verified before the contract is awarded to the selected Contractor

The Contractor **must** supply the following information.

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner			
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*	% Shareholding
* 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: Turnover – Approximate turnover for each of the past three years			
Year 2021	R	_____	
Year 2022	R	_____	
Year 2023	R	_____	
Anticipated turnover for 2024 R_____			

Section 7: Management and Manpower Resources

Number of Supervisors _____

Number of Labourers _____

Number of Operators _____

Other Personnel (Specify) _____

Total number permanent employees _____

Total number contract employees _____

Section 8: Record of 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 of stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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 of organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of 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, within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

Signed _____ Date _____

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

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

Name _____ Position _____

Enterprise Name _____

SCHEDULE B 2: COMPULSORY BANK DETAILS

(Bank Confirmation Letter)

SCHEDULE B3: DLM CORPORATE SOCIAL RESPONSIBILITY

DITSOBOTLA LOCAL MUNICIPALITY Corporate Social Responsibility

In terms of DITSOBOTLA LOCAL MUNICIPALITY Corporate Responsibility, non-DITSOBOTLA LOCAL MUNICIPALITY based Services Providers will contribute 1% of the Contract value to DITSOBOTLA LOCAL MUNICIPALITY.

Please attach the Certificate of Confirmation (CM29) as issued by the Registrar of Companies & Close Corporations, for this Tenderer to this page.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a DITSOBOTLA based:

YES	NO
-----	----

If not DITSOBOTLA LOCAL MUNICIPALITY based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that we accept the contribution towards the DITSOBOTLA LOCAL MUNICIPALITY Corporate Social Responsibility, by the deduction of one percent (1%) on all payment made.

Signed Date:

Name: Position:

Tenderer

SCHEDULE C: AUTHORITY TO SIGN DOCUMENTS

SIGNATORY AUTHORISATION

(To be completed by the Bidder)

SIGNATORY AUTHORISATION

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By virtue of resolution dated -----day of -----20-----
(Month)

The certified copy of resolution that is herewith attached to this Bid.

AS WITNESSES:

1.
(Initials and Surname in full) Signature

Firm/Company's Name:

.....
.....

Physical Address:

.....
.....

2.
(Initials and Surname in full) Signature

Firm/Company's Name:

.....
.....

Physical Address:

.....
.....

A. Certificate for partnership

We, the undersigned, being the key partners in the business trading as.....hereby
authorize Mr./Ms, 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 the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

B. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any 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	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead Partner (Partner 1) CIDB Reg No: _____ CIDB Grading: _____		Signature: _____ Name: _____ Position: _____
Partner 2 CIDB Reg No: _____ CIDB Grading: _____		Signature: _____ Name: _____ Position: _____
Partner 3 CIDB Reg No: _____ CIDB Grading: _____		Signature: _____ Name: _____ Position: _____
Partner 4 CIDB Reg No: _____ CIDB Grading: _____		Signature: _____ Name: _____ Position: _____

C. Certificate for sole proprietor.

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

As witnesses:-

1.
.....
Witness Signature: Sole owner

2.....
.....
Witness Date

D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading ashereby authorise Mr/Ms, 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE D.1: SCHEDULE OF SIMILAR WORK COMPLETED BY TENDERER

The Tenderer must insert in the space provided below; a list of projects completed in the past eight (8) years by his firm. Should no details be entered, it will be assumed that the Tender has been submitted by an inexperienced Tenderer and cannot be rated as competent. *Contact details for referrals to be correct. Please described work done in detail. Additional pages may be used with Completion Certificates.*

CLIENT	CONTACT PERSON & TELEPHONE NUMBER	DETAIL SCOPE OF WORK	VALUE OF CONTRACT	YEAR COMPLETED	COMPLETION CERTIFICATE ATTACHED	SIGNATURE

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE D.2 : SCHEDULE OF CURRENT PROJECTS

CLIENT	DETAIL SCOPE OF WORK	VALUE OF CONTRACT	EXPECTED COMPLETION DATE

SIGNED ON BEHALF OF TENDERER

DATE

*** Attach Completion Certificates to the front of this page ***

SCHEDULE E1: SCHEDULE OF CONTRACTOR'S STAFF ASSIGNED TO PROJECT

According to the requirements of the Project Specifications contained in this Tender, the tenderer must indicate details of staff together with their qualifications he intends using should he be awarded this Contract:-

It is a requirement that supervisory staff, i.e., team leaders and safety officers have a minimum NQF2 (Labour Intensive Construction) qualification and Project Managers a NQF5 (Labour Intensive Construction) qualification or an associated qualification to that level obtained from an accredited training institution.

The attached Resume template for each individual Team member **MUST** be completed and relevant documentation attached

Name	Job Title	Years In This Positions	Qualifications <i>Attach Certificates; Operator's License & Nqf Labour Intensive Qualification</i>	Minimum Of 2 (Two) Similar Projects Completed In The Past 8 Years – List Project Title
	Project Manager:		NQF 5 (Labour Intensive Qualification Yes / No	
	Site Manager		NQF 5 (Labour Intensive Qualification Yes / No	
	General Foreman		NQF 2 (Labour Intensive Qualification Yes / No	

DITSOBOTLA MUNICIPALITY
TENDER NO: MIG/NW/2845/ST/22/23
TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

RETURNABLE SCHEDULE

Name	Job Title	Years In This Positions	Qualifications <i>Attach Certificates; Operator's License & Nqf Labour Intensive Qualification</i>	Minimum Of 2 (Two) Similar Projects Completed In The Past 8 Years – List Project Title
	Safety Officer			

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE E2: SCHEDULE OF PROPOSED SUBCONTRACTORS

This schedule is to notify the Client that it is the intention of the contractor to employ the following subcontractors for work on this contract. Contractors are required to subcontract with local contractors on DITSOBOTLA LOCAL MUNICIPALITY's Database (See attached list)

Name & Tel of Proposed Subcontractor	Nature & Extent of Work	Estimated Value of Work
Tel:		
Tel:		
Tel:		
Tel:		
Tel:		
Tel:		

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE F: LIST OF PLANT

The Tenderer must indicate below what plant he has readily available or will be hired for use on the Works should his Tender be accepted.

Letter of Intent to be provided by Hiring Company- Refer to list given under F.3.11.2 for plant requirements

DESCRIPTION SIZE AND CAPACITY	QUANTITY
(A) AVAILABLE (OWN PLANT) – Proof to be provided of ownership	
(b) TO BE HIRED – Letter of Intent to be provided	

_____ TENDERER

_____ DATE

ANNEXURE G1: SCHEDULE OF LABOUR

This schedule must be completed in terms of the EPWP requirements for this tender.

WEEK	NUMBER OF LABOURERS EMPLOYED DURING WEEK	WEEK	NUMBER OF LABOURER EMPLOYED DURING WEEK	WEEK	NUMBER OF LABOURER EMPLOYED DURING WEEK	WEEK	NUMBER OF LABOURER EMPLOYED DURING WEEK
1		14		27		40	
2		15		28		41	
3		16		29		42	
4		17		30		43	
5		18		31		44	
6		19		32		45	
7		20		33		46	
8		21		34		47	
9		22		35		48	
10		23		36		49	
11		24		37		50	
12		25		38		51	
13		26		39		52	
TOTAL MAN-WEEKS		TOTAL MAN-WEEKS		TOTAL MAN-WEEKS		TOTAL MAN-WEEKS	

The minimum number of jobs to be created on the project must be 36 (1 job = 60 man-days) / a

$$\text{Total man-months} = \frac{\text{man-weeks}}{4} = \dots\dots\dots$$

TENDERER

DATE

SCHEDULE G2: DAYWORK SCHEDULE

The Tenderer must enter a rate which will be applicable to all daywork executed by him. This rate must cover all overheads, profit, administration, insurance, supervision, etc., as well as any equipment which may be required.

Daywork may only be done after the written approval has been obtained from the Principal Agent as no payment will be considered should the approval not be obtained. (Refer to Schedule of Quantities)

WORKER	RATE PER HOUR
LABOUR	
Foreman	_____
Charge Hand	_____
Skilled Artesian	_____
Unskilled Artesian	_____
Semi-skilled Worker	_____
Worker	_____
_____	_____
PLANT (Tenderer to specify)	PLANT
.....Model.....	.....
.....Model.....	.....
.....Model.....	.....
.....Model.....	.....

TENDERER

DATE

DITSOBOTLA LOCAL MUNICIPALITY



SCHEDULE H: TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF TENDER THAT -

1. The taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of tenders)”, must be completed in all respects and submitted to the Receiver of Revenue where the tenderer is registered for tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the tender. Failure to submit the original and valid Tax Clearance Certificate may invalidate the tender.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

Original Tax Clearance Certificate to be attached

...

SCHEDULE I : DECLARATION OF GOOD STANDING REGARDING INCOME TAX

The validity of this document will be verified with the relevant office of the South African Revenue Service before the contract is awarded to the selected Contractor

SOUTH AFRICAN REVENUE SERVICE

PARTICULARS																					
Tender No:	<input style="width: 150px; height: 20px;" type="text"/>																				
Closing Date:	<input style="width: 150px; height: 20px;" type="text"/>																				
1. Name of Tax Payer/Contractor:																					
2. Trade Name:																					
3. ID Number	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
4. Company/CC Reg. No	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. Income Tax Ref. No	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT Reg. No	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
DECLARATION																					
<p>It is hereby declared that the Income Tax and VAT obligations of the above-mentioned, which includes the rendition of returns and payment of the relevant taxes:</p> <ol style="list-style-type: none"> 1. have been satisfied in terms of the relevant Acts; or 2. that suitable arrangements have been made with the South African Revenue Services in this regard 																					
<p>.....</p> <p style="text-align: center;">Signature</p>	<p style="text-align: center;">Capacity</p>																				
<p>SARS Date Stamp</p>																					

Attach original Tax Clearance Certificate to this page

SCHEDULE J : B-BBEE CERTIFICATION

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

Copy of B-BBEE Certification to be attached to the front of this page

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE K: REGISTRATION AND WORKMAN'S COMPENSATION COMMISSIONER

Tenderers Company Name	
WCC Registration Number	
Expiry Date	

Copy of Letter of Good Standing to be attached to the front of this page

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE L : REGISTRATION AT CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

Tenderers Company Name	
CIDB Registration Number	
Contractors Grading	

Copy of CIDB website printout to be attached to the front of this page

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE M : MUNICIPAL ACCOUNT

Tenderers Company Name	
Municipal Account Holder	
Account Holders Position in Company	
Municipal Account Number	

Copy of latest Municipal Account in the name of the Business (not older than 3 months) to be attached to the front of this page

SIGNED ON BEHALF OF TENDERER

DATE

DITSOBOTLA LOCAL MUNICIPALITY



DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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/adjudging authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder)
 - 3.3 Company Registration Number:.....
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholder 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**

* 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.

3.8.1 If so, furnish particulars:

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

3.9.1 If so, 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 so, furnish particulars:

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any 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 so, furnish particulars:

.....
.....

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

3.12.1 If so, furnish particulars:

.....

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

3.13.1 If so, furnish particulars:

.....

3.14 Do you or any other of the directors, 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 so, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

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

MBD 6.1

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

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

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

2. DEFINITIONS

- 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

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

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

TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

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) [AS PER BBBEE ACT AND HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI)]	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]

**DITSOBOTLA MUNICIPALITY
TENDER NO: MIG/NW/2845/24/25
TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG**

- 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:	.....
ADDRESS:	..... ..... ..... .....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution).....
in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Documents must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are 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 / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector during the past five years;
 - 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? (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 partum</i> rule was applied)	<input type="checkbox"/>	<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)? (To access this Register, enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>

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TENDER NO: MIG/NW/2845/24/25
TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG**

4.3.1	If so, furnish particulars		<input type="checkbox"/> <input type="checkbox"/>
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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars		<input type="checkbox"/> <input type="checkbox"/>

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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:

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)

DITSOBOTLA MUNICIPALITY
TENDER NO: MIG/NW/2845/24/25
TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

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

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

³ 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.

Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	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 tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Preliminary Program, Method Statement and Quality Management Plan

The Tenderer shall attach a Preliminary Program, reflecting the proposed sequence, duration, and milestones of execution of the various activities comprising the work for this contract. The program shall be in accordance with the information provided in the Schedule of Constructional Equipment and with all other relevant aspects of the tender.

The Tenderer shall attach a Method Statement that adequately details all activities, durations, and any associated risks in terms of operations envisaged on this contract.

The Tenderer shall also attach his Quality Management Plan showing clearly how quality assurance and process control will be managed both at the plant and on site. The plan will be used to evaluate the tenders as the quality of workmanship is of highest priority in this contract. Any quality certification by recognized international body must be stated.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Estimated Monthly Expenditure

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary program and his Tendered value, in the table below. VAT is not to be included.

To be supplied within 14 days of receiving an order.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10	R
11.	R
12	R
TOTAL: R	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy.		
1.2	Does a SHE structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	<ul style="list-style-type: none"> • Periodical work area inspection • Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example.		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof.		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> • When joining the company • When changing jobs within the company • When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved.		
2.2	What formal SHE training is provided specifically to:		
	<ul style="list-style-type: none"> • First line supervisors 		
	Middle and top management.		
	Please describe.		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		

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2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples.				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific, SHE training?				
	Please list most recent courses.				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials, and services?				
	Please describe.				
3.2	Do you have a system, which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant/equipment covered.				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identified as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored.				
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				

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4.3	During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above.		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used.		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• En evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame, e.g., Years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		

7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?		
	Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting?		
	Please list institutions used for this training.		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases.		
	Where type of work requires medical examination.		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks.		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy.		
9.2	Is there a standard report/investigation form used?		
	Please supply copy.		
9.3	Do you have a formal system for reporting situations/close accidents etc.?		
	Please provide a copy		
9.4	Please provide the following statistics for the last five years		

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	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Lost time accidents per 100 employees					
Major/Reportable injuries per 100 employees					
Number of dangerous occurrences					
Lost man day due to accidents					
10.	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION			YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?				
10.2	Are the results of these meetings communicated to all employees?				
	If yes, please describe method.				
10.3	Are Health and Safety meetings held?				
	At what frequency?				
	Chaired by whom?				
10.4	Do you carry out SHE promotions/campaigns?				
	If yes, please provide examples.				

The following documentation should also be provided with the tender:

1. Management Structure including organogram.
2. Human Resource Plan.
3. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer.
4. COID Insurance

Declaration

I/weDeclare that the above information provided is correct.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

PREFERENTIAL CHECKLIST

COMPULSORY REQUIREMENTS

ACTION	YES / NO	For office use
1. Attended Compulsory Site Inspection		
2. Equity owned by or contracted by HDI's		
3. Promoting local business		
4. SARS Tax clearance (Original attached)		
5. Letter of Good Standing Workman's Compensations		
6. Municipal Account Details (copy attached)		
7. Confirming your BEE profile plan.		
8. Verifying Company *Registration *Directors Identification numbers		
9. OHS Questionnaire		
10. Tenderer's must initial each & every page and sign where requested.		
Company (PTY) LTD		
1. CM 29 (contents of Register of Directors).		
2. CM 1 (Certificate of incorporation)		
3. CM 9/27 (Change of Name)		
4. Letter of Authorisation (Proxy) to Act on behalf of the Company		
Close Corporations		
1. CK 1 Pages 1&2 (Founding Statement – Names of members)		
2. CK 2 Page 1&2 (Amended Founding Statement)		
3. Copies of members id documents		

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**FAILURE TO ATTACH THE ABOVE-MENTIONED DOCUMENT REQUIRED MAY LEAD TO
TENDER BEING DISQUALIFIED AND THIS DOCUMENT WILL NOT BE CONSIDERED FOR
FURTHER EVALUATION**

PART C1 : AGREEMENTS & CONTRACT DATA

The forms of agreement and surety bonds shall be in accordance with the forms bound in this section of the document.

	Page no	Page Colour
Form of Offer	82	Pink
Form of Acceptance	87	Pink
Contract Data	91	Pink
Construction Guarantee (Performance Guarantee)	113	Pink
<i>Following Agreements will be completed on award of Tender</i>		
Agreement in Terms of the OSH Act	116	Pink
Notification of Construction Work	118	Pink
Agreement to Accept Terms of EMP	120	Pink
Bond for material on site	121	Pink
Bond for material not on site	122	Pink
Ownership of materials	123	Pink



FORM OF OFFER

(NOTE: THE APPENDIX, ANNEXURES & REPORTS FORM PART OF THE TENDER)

THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER

The Employer identified in the Acceptance signature block has solicited offers to enter into a contract for:

TENDER NO : **MIG/NW/2845/24/25**
DESCRIPTION OF WORKS : **CONSTRUCTION OF COMMUNITY HALL IN ITEKENG**

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works: Construction of: **COMMUNITY HALL IN ITEKENG**. I/We offer to construct, complete, and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Amount (Excl. V.A.T)	VAT @ 15%	Amount (Incl. VAT)
CONSTRUCTION OF COMMUNITY HALL IN ITEKENG (carried over from Part C2 Pricing Schedule)			

In words _____
or such other sum as may be ascertained in accordance with the terms of the contract.

Description	Contract Period (Months)
CONSTRUCTION OF COMMUNITY HALL IN ITEKENG	8

My/Our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (90 days) indicated and calculated from the closing time of tender.

Form of Offer (Continued)

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tender documents, viz
 - Invitation to tender
 - Tender Data
 - Returnable Schedules (Schedule D)
 - Technical Data Sheets
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Contract Data
 - Special Conditions of Contract;
 - Pricing schedule(s)
 - Scope of Works
 - Site Information
 - (ii) General Conditions of Contract; (GCC 2010) and
 - (iii) Drawings
 - (iv) Annexures
 - (v) Addendums
 - (vi) Other _____
2. 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 duly signed by the authorized representative (s) of both parties.
3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Principal Agent acting on your behalf, the rates being taken as correct, and the tender amount be adjusted accordingly.

Form of Offer (Continued)

4. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & General Conditions of Contract 2010 (GCC 2010)
5. I/We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
6. 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. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

The Construction /Performance Guarantee that I/We propose is: _____

From (Insurer Name)*1 _____

*1 – Letter of Intent to be provided

7. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Principal Agent acting on your behalf, shall constitute a binding Contract between us.
8. I/We* understand that you are not bound to accept the lowest or any tender you may receive.
9. I/We* confirms that he/she is aware of the suspense condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question and
10. I/We* further confirms that DITSOBOTLA LOCAL MUNICIPALITY has the right to cancel the tender prior to award if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year; DITSOBOTLA LOCAL MUNICIPALITY has the right to reduce the Scope of Work after award and prior to commencement to comply with the available budget
11. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.

Form of Offer (Continued)

12. I/We, declare that we fully and unconditionally accept the full authority of the Principal Agent as the representative of the client on site and understand that any communications to the Municipality can only be done through the Principal Agent, unless, otherwise instructed / authorised by the Principal Agent. Any disputes between myself, the contractor, and the Principal Agent will be dealt with by the project manager of the municipality working on the particular project.
13. I/we declare that I/we completely waiver our right of Lien and that no property what so ever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no stage took ownership of such site and materials

14. I/We confirm that I/We am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF COMPANY

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....

DITSOBOTLA MUNICIPALITY
TENDER NO: MIG/NW/2845/ST/22/23
TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

	CLAUSE	
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day, and Youth Day
Estimated Construction Period	5.1	• _____ weeks <i>Max 8 months</i>
Amount of penalty	5.13	R 2,750-00 per calendar day to a max of 10% of the certified value of work.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	10 percent
Limit of retention money	6.10.3	10 percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	Not permitted
Delivery of Contractor's final statement	6.10.8	Within 14 days after certified date of completion of Works
Defects Liability Period	7.8	12 (twelve) months
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer)	6.8.2	Not Applicable
Price variation of Special Materials	6.8.3	As per Schedule

SIGNATURE: _____
 ON BEHALF OF: _____
 DATE : _____

**If the time of completion is not stated the Contractor should fill in.*



FORM OF ACCEPTANCE

(To be completed by the Client – DITSOBOTLA LOCAL MUNICIPALITY on Tender Award)

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.

1. We in our capacities as:

Department

Name

Signature

Manager Legal Services: _____

Executive Manager
Corporate Support Services _____

Executive Manager
Infrastructure Services _____

accept your tender under reference number **TENDER NO MIG/NW/2845/ST/24/25**
dated for **CONSTRUCTION OF COMMUNITY HALL IN ITEKENG** indicated
hereunder and/or further specified in the SCHEDULE(s).

2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.

3. I undertake to make payment for the goods/works delivered/constructed in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the Payment Certificate.

Form of Acceptance (Continued)

Description	Amount	VAT @ 15%	Amount (Incl. VAT)
CONSTRUCTION OF COMMUNITY HALL IN ITEKENG (carried over from Part C2 Pricing Schedule)			

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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.

Form of Acceptance (Continued)

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

By the duly authorised representatives signing this agreement, 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.

Form of Acceptance (Continued)

For the Tenderer:

Signature(s) Date.....

Name(s)

Capacity

Name and

Address of

Organisation.....

Name and

Signature of witness Date.....

For the Employer:

Signature(s) Date.....

Name(s)

Capacity

Name and

Address of

Organization

Name and

Signature of witness Date.....

C1.3 CONTRACT DATA

C1.3.1 General

It is preferred by DITSOBOTLA LOCAL MUNICIPALITY that labour intensive construction methods be used where applicable.

Payment for the labor-intensive component of the works

Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”

1. Introduction

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2. In this document –

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "worker" means any person working in an elementary occupation on a SPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

2.1. Workers on a SPWP are employed on a temporary basis.

2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3. Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

3.1. An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4. Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6. An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7. An employer must pay a worker sick pay on the worker's usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - i. if a medical practitioner, midwife, or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife, or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the SPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the SPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed, or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
 - (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
 - (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the SPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

17. Compensation for Injuries and Diseases

- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

19.1. On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

20. The employment of locally employed temporary workers on all EPWP labor-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002.

20.1 This contract is based on labour intensive principles and must include:

- a) The maximum use of local labourers.
- b) The maximum use of local tradesmen.
- c) The training of local labourers and tradesman in the execution of the work.
- d) All local labourers and tradesmen are to be employed through existing community structures and agencies.
- e) A Community Liaison Officer (CLO) must be appointed from the community

20.2 Only key personnel of the contractor will be allowed in the execution of the project where indicated as labour-intensive. The names and qualifications of these personnel are to be stated in Annexure E1. The Supervisory Staff (i.e., team leaders & safety officers) shall have completed NQF 2 or higher training courses as indicated for the relevant seniority of supervision. Project Manager a NQF 5 or relevant qualification.

20.3 Mechanical means of trench excavations will only be permitted for trenches over 1,5m deep and in not-pickable material (intermediate to hard rock material).

C1.3.2 Contract Documents

The following documents form part of this tender:

No	CONTENTS
1	This Tender Document consist of, and in which is bound the Conditions of Tender, General Conditions of Contract, DITSOBOTLA LOCAL MUNICIPALITY Procurement Policy, Project Specifications, Schedule of Quantities, Form of Tender with Appendix, Form of Agreement, Returnable Schedules, and Schedules of Quantities - all as listed in the Index.
2	The following publication will constitute The General Conditions of this Contract: “General Conditions of Contract for Construction Works – First Edition [2010]” (GCC 2010) . The abovementioned document can be obtained from the South African Institution of Civil Engineers and/or the South African Federation of Civil Engineering Contractors. This document replaces GCC 1990 & 2004. This document is not bound in this the tender document and must be obtained from the South African Institution of Civil Engineers Tel (011) 648-1184.
3	Standardised specifications for Civil Engineering Construction SABS 1200 - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001.
4	Standardised specifications for Civil Engineering Construction SANS 1921 :2004 Construction and management requirements for Works Contracts - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001 or www.sabs.co.za
5	SANS 294 Construction Procurement & Processes, Procedures and Methods - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001 or www.sabs.co.za
6	Occupational Health and Safety Act No.85 of 1993 , (amended) and any and all regulations with regard to this Act – not bound into this document and obtainable from www.acts.co.za/ohs or Department of Labour at www.labour.gov.za Laboria House, 215 Schoeman Street, Pretoria / Private bag X117, Pretoria, 0001
7	Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled and semi-skilled workers and can be obtained from Department of Labour at www.labour.gov.za Laboria House, 215 Schoeman Street, Pretoria / Private bag X117, Pretoria, 0001

8	Minimum Requirements for Waste Disposal by Landfill (2nd Edition, 1998) shall apply to all works executed in terms of this tender. Extract of the document is bound into this document, but the complete document can be obtained from the Department of Water Affairs or at Private Bag X313, Pretoria, 0001
9	COLTO: Standard Specifications for Road and Bridge Works – 1998 Edition , published by COLTO (Committee of Land Transport Officials) and obtainable from the South African National Roads Agency Limited, PO Box 415, Pretoria, 0001. email Address info@nra.co.za ; http://www.nra.co.za/ <i>SABS 1200 takes preference and in absence of an appropriate SABS specification and if specified the applicable COLTO specification will be applicable</i>
10	A set of reduced drawings for tender purposes – bound into this document

C2.1.3 Signing of Tender & Form of Tender

The Form of Tender must be signed by a person duly authorised to do so. A Tender submitted by a Corporation must carry the seal of Corporation and be signed by the Secretary.

A tender submitted by a Consortium of Companies must be accompanied by a registered agreement between the companies concerned with regard to the tender under consideration. The above document must include all relevant details of the agreement so that the function of the Consortium can be evaluated.

The Procurement Department will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as a Joint Venture shall state which of them is the lead partner whom the Procuring Department shall hold liable for the purpose of the tender offer. Joint Venture Agreement must be included in the tender document.

Tenders are to be made out on the Tender Form which is bound in this document and must not be detached, and the document must be fully priced, correctly extended and totaled in black ink and completed in all respects.

Failure to sign the Tender Form or alternatively to acknowledge and accept in writing the conditions contained therein may invalidate the Tender. This Tender, duly completed as set out above, together with any covering letters, and accompanied by the required deposit, must be enclosed in a sealed envelope bearing the name and address of the Tenderer, endorsed with the Tender Number and due date. Telegraphic tenders will not be accepted

C1.3.4 Tenderer must be Competent

Only tenders from competent Tenderers will be considered. The Tenderer must indicate his relevant experience in the schedule (Schedule D) provided. If no information is provided, the tenderer will be considered as inexperienced in the work tendered for.

The Tenderers` ability to successfully carry out the Works shall be fully considered during the evaluation of Tenders. The Municipality shall take cognizance of the Tenderers` relevant experience, expertise and/or capacity, which are reasonably required for the successful execution and completion of the Works and may authorize an investigation into any specific Tenderer`s financial position, previous contracts executed, workmanship and skills, trade qualifications, current workload, honouring of financial obligations in respect of previous suppliers, sub-contractors and labourers or any other aspect that may be indicative of the Tenderer`s potential ability to complete the Works within the specified contract period.

C1.3.5 Sub-Contracting

Should it be proposed to subcontract any part of the work covered by the Tender, full details shall be given, including the name of the proposed sub-Contractor (SCHEDULE E2) Tenderers are required to subcontract with local contractors (Database list is attached after Schedule E2).

Cession Subcontractors will not be allowed.

C1.3.6 Labour Intensive Construction (LIC)

All portions of the work specified as Labour Intensive (LI) must be executed using labour- intensive construction methods. A combination of mechanical and hand labour may be used for excavations in hard and not pickable material and excavations deeper than 1,5m are excluded from using labour based construction methods. All labour must be recruited from the local village in the DITSOBOTLA LOCAL MUNICIPALITY District, except for the key personnel of the Contractor required for supervision and training of the local labour. Refer to Project Specifications for more details.

Labour intensive works comprise the activities described in the Labour-Intensive Specification SANS 1921:2004. Such works shall be constructed using local workers who are temporarily employed in terms of the scope of works.

GENERAL CONDITIONS OF CONTRACT

The following publication will constitute The General Conditions of this contract:

“GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS – FIRST EDITION [2010]”. (GCC 2010)

The abovementioned documents have been prepared under the auspices of the South African Institution of Civil Engineers and the South African Federation of Civil Engineering Contractors and copies of these documents are obtainable from any of the above bodies. This document replaces GCC 2004

The Contractor must familiarise himself with the above document and must comply with it for the duration of the Tender.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

C1.3.7 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2010 WITH CONTRACT SPECIFIC CONDITIONS.

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

C1.3.8. CONTRACT SPECIFIC DATA.

The following definitions and conditions apply to this Tender and the only variations from the General Conditions of Tender are as follows:

REFERENCE TO:	CLAUSE.	INFORMATION.
Commencement	1.1.5	“Commencement Date” means the date of receipt by the Contractor of the following whichever date of receipt is the earliest:
		1. Letter of Appointment
		2. Handover of Site
		3. Order to commence
		“Commencement of Work” will only take place once the following documentation was submitted to the office of the Consulting Principal Agent:
		1. Letter of Acceptance
		2. Original Construction Guarantee
		3. Letters of Appointment of Site Agent and OHS Rep
		4. Construction Program
		5. Registration of Project at Department of Labour
		6. Letter of Good Standing – Workman’s Compensation
Contractor.	1.1.1.9	<i>Name:</i>
		<i>Address</i>
		<i>Contact:</i>
Employer.	1.1.1.15	DITSOBOTLA LOCAL MUNICIPALITY The address for the Project Manager is: Ditsobotla Municipal Building, Civic Centre Lichtenburg Telephone: (018) 633-3800 Fax: (018) 632-5247 Private Bag X7, LICHTENBURG,
Principal Agent	1.1.1.16	Aspire Architects 18 Kyalami Blvd, Kyalami Business Park, Gauteng, 1684

	2.3.2.1	The Principal Agent in terms of his appointment by the Employer (DITSOBOTLA LOCAL MUNICIPALITY) , may issue the following duties:
	2.3.2.1	(i) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10 (ii) The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4 (iii) The approval of any claim by the Contractor.
Contract Sum	1.1.1.10	Contract Sum” means the Price tendered by the Contractor and accepted by DITSOBOTLA LOCAL MUNICIPALITY
Targeted Labour		Add the following: “Targeted Labour” means: Unemployed persons who are employed as local labour on the project. The Contractor shall endeavor to employ 40% women; 30% youth who are between 18 and 35 and 2% people with disabilities. (National Treasury 2007a; 94)
Year-end break	1.6	If applicable during the duration of the construction period – the period around the 15 th of December and the first Monday of the subsequent year.
Contract Guarantee	7.1	Within 14 days of Letter of Appointment – at time of Site Handover. Add the following to the Clause: “The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfillment of the contract, should the Subsidiary Company be unable to do so.”
Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.

Commencement of Works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Principal Agent shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Principal Agent or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Principal Agent's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Principal Agent:</p> <ul style="list-style-type: none"> ▪ Letter of Acceptance ▪ Construction/Performance Guarantee ▪ Health & Safety File ▪ Letter of Appointment of OHS Rep or Officer ▪ Letter of Good Standing Workman's Compensation ▪ Proof of submission of Registration of Project at
		<p>Department of Labour</p> <ul style="list-style-type: none"> ▪ Proof of Appointment of Service Provider for Environmental Management Plan (EMP). <p>If active construction has not started within 14 days of site handover the Client, DITSOBOTLA LOCAL MUNICIPALITY reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and DLM shall not be held liable for any loss or damages resulting from such a termination</p>

Access to the Site	11	<p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Principal Agent, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause: The Principal Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
Contractor's Obligations	4.12	<p>Add to the clause: "All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p>
Programme of Works	5.6	At time of Site Handover
Patent Rights	4.6	<p>The following Subclause is added to Clause 4.6: "The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."</p>
Contractor's Employees	4.10	<p>Add the following to Clause: The Contractor is to utilize local labour where possible.</p>

	4.10	(Refer to Contract Data and Project Specifications) Add the following The Contractor is responsible for the behavior and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangements to prevent unlawful or inappropriate behavior, and shall indemnify the Employer and the Principal Agent against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel.
Contractor's superintendence	4.12	Add the following new clause The Contractor or his representative shall attend all site meetings with the Employer and / or Principal Agent on the dates as nominated by the Principal Agent. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Principal Agent, the Sub-contractors of the Contractor may not attend these site meetings.
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Limit of indemnity	8.6.1.3	R5 700 000 per claim, claims unlimited
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.
Amendments to Schedule of Quantities and Scope Reduction	6.3	The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted, and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable. The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.

Variations	6.4	The cost of any Variations ordered in writing by the Principal Agent and the applicable rates must be accepted by the Principal Agent in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Extension of time for completion	5.12	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen and are beyond the control of the Contractor.</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>The symbols shall have the following meanings:</p> <p><i>V</i> = Extension of time in calendar days in respect of the calendar month under consideration</p> <p><i>Nw</i> = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded.</p> <p><i>Nn</i> = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month</p> <p><i>Rn</i> = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.</p> <p><i>Rw</i> = Actual rainfall in mm for the calendar month under consideration.</p> <p><i>X</i> = 10</p>

		<p>$Y = 10$</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm.</p> <p>The factor $\frac{Rw - Rn}{x}$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not consider flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Principal Agent and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.</p>
Time for Completion	5.14	8 months
Penalty for Delay	5.13	To a maximum of R2,750-00 per calendar day to a max of 10% of the certified value of work.
Contract Price Adjustment	6.8.2	Not Applicable.
Special Materials	6.8.3	As per Schedule of Special Materials
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
Materials on Site	6.10.1.5	80% (Delivery Notes and Tax Invoices to be provided)

Retention Money	6.10.3	No interest will be paid on retention money
Retention Guarantee	6.10.3	A Retention Guarantee is acceptable Add to the clause: 10% Retention will be deducted from each payment certificate if requested by the contractor. Retention will be reduced to 5% once Practical Completion Certificate is issued for the work.
Defects Liability Period	6.14.5.2	12 Months
Dispute Resolution	10	Adjudication, Arbitration, and the Court will be acceptable dispute resolution mechanisms
Cancellation of Contract	9.1	In addition, if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Community Liaison Officer (CLO).	4.10 4.8.1.2	A CLO will be appointed by the Contractor in consultation with Ditsobotla LM for the contract and will be paid by the Contractor on a monthly basis. (An amount of R2 000-00 per month) (Basic salary = R1705 , plus a R295 cellphone allowance) The CLO will be responsible for liaison between the contractor and community, with regard to labour, reclaimers, access, safety, etc. <i>(To be confirmed & adjusted prior to commencement of project)</i>
Labour costs	4.3	The following minimum labour rates must be used as set by DITSOBOTLA LOCAL MUNICIPALITY: <ol style="list-style-type: none"> 1. Unskilled labourer - R160 / person / day 2. Semi-skilled labourer - R180 / person / day 3. Skilled labourer - R230 / person / day 4. CLO - Refer to above clause Labour outside the EPWP is subject to prescriptive of the SAFCEC TARIFFS. It is the Tenderer's responsibility to verify the latest labour rates and any anticipated cost increases.

Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Principal Agent "
Information in respect of plant	7.1	Add to Sub-Clause 7.1.1 (a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire- purchase agreements, together with the names of the hirers, lessors, or owners thereof, shall be supplied to the Principal Agent by the Contractor.
		(a) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue installment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. (c) Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site and shall mutatis mutandes be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Vesting of Materials	6.9	Add to Sub-Clause 6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Principal Agent of any materials which are not his sole property."
Valuation of material brought onto site	6.9	Add to Clause 6.10.1.5 "Payment for materials on site will only be considered for those materials which are physically on site. Any statement

		in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 "In the event of the Contractor not completing all the outstanding work within the period specified by the Principal Agent in terms of Clause 7.8, the Principal Agent shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Principal Agent. The full retention applicable to the Period of Maintenance shall apply to such extension."

Contractor's Employees	4.10 4.8.1.2	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. All work specified in Schedule of Quantities and Project Specifications except excavations in hard rock and not pickable material must be done utilizing labour-based construction methods.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause.</p> <p>Add the following to the clause “The contractor shall provide all the necessary on-the- job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.</p> <p>The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more. Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate.</p>
		<p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Principal Agent /Project Manager.</p>
Contractor's Superintendence	4.12	<p>Add the following additional Clause 22.2 “The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1.”</p>

Schedule of Quantities – Estimated quantities	6.7	<p>Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.</p> <p>Add to the clause: “An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</p>
Completion, Approval Certificates and Defects Liability Period	5.14	<p>Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.”</p> <p>Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.</p>
Cession Subcontractors and Material Suppliers	4.4	<p>Add the following to this clause</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer’s option, pay to such owner, material supplier, subcontractor, the amount of any overdue installment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p>
		<p>The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per GCC 2010 and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full,</p>

TABLE 1 : EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

(The Principal Agent reserves the right to update Table 1 with the latest data from the Weather Bureau from a weather station close to the Site of Works)

Month	Expected number of working days lost as result of normal rainfall	Average monthly rainfall (mm)
January	4	111.3
February	4	122.9
March	3	70.8
April	1	28.3
May	1	23.4
June	0	5.6
July	0	0.2
August	0	2.1
September	1	18.5
October	2	48.7
November	3	100.98
December	5	122.10
Total	24 days	654.9 mm

C1.4 PRO-FORMA PERFORMANCE GUARANTEE

For use with the General Condition of Contract for Construction Works, Second Edition, 2010.

GUARANTEE DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means: DITSOBOTLA LOCAL MUNICIPALITY

“Contractor” means:

“Principal Agent means. ASPIRE ARCHITECTS

“Works” means:

“Site” means:

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

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

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Principal Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's back compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantee shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.
15. Our total liability hereunder shall not exceed the sum of _____
_____(R_____).
16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____ on this
_____ day of _____ 20_____.

Signed at: Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, SECTION 37(2)

DITSOBOTLA LOCAL MUNICIPALITY LM and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1992, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act and DITSOBOTLA LM Safety Precautions and Health and Safety Instructions included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and DITSOBOTLA LM safety Precautions and Health, and Safety Instructions included in the contract documents will be fully complied with.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves North West Provincial Government, DITSOBOTLA LM from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the council shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Principal Agent /Architect full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as "the Act", that the contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:

- a) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
- b) The contractor undertakes that all relevant duties, obligations, and prohibitions imposed in terms of the Act and regulations will be fully complied with, and

OCCUPATIONAL HEALTH & SAFETY ACT

- c) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting agents from being obliged to comply with any of the aforesaid duties, obligations, and prohibitions in respect of the work included in the contract.
- d) The contractor shall be obliged to report forthwith to the employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint, or criminal charges.
- e) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
- f) Work should not be done at the expense of human safety or health.
- g) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
- h) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

ON BEHALF OF DITSOBOTLA LOCAL MUNICIPALITY

DATE

WITNESSES

1. _____

2. _____

FOR THE CONTRACTOR

DATE:

WITNESSES

1. _____

2. _____

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

(c) Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and Tel. No. of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and Tel. No. of designer(s) contact person:

1 (a) Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6. (1).

(b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6. (2).

2 Exact physical address of the construction site or site office:

3 Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site. _____

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF
LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF
ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO
THE COMMENCEMENT OF WORK

**AGREEMENT TO ACCEPT THE CONDITIONS OF THE ENVIRONMENTAL MANAGEMENT PLAN
PERTAINING TO THIS PROJECT**

Whereas _____ (the Contractor)

*Company Registration No. _____

Address: _____

a * Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, * Public Company (hereinafter called the contractor), represented herein by _____ in his capacity as _____ duly authorised hereto by an article of association, resolution, power of attorney, or otherwise as duly signed and declared in Form F.2 of this document.

Do hereby agree that the following arrangements and procedures shall apply to the abovementioned Contractor to ensure compliance with the provisions of the Environmental Management Plan (EMP), namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the EMP, the regulations and conditions in terms of the EMP.
- (b) The Contractor undertakes that all relevant duties, obligations, and prohibitions imposed in terms of the EMP and the instructions of the duly authorised Environmental Officer, enforcing the conditions of the EMP, will be fully complied with.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the EMP and expressly absolves the Dept of Housing from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- (d) The Contractor shall be obliged to report forthwith in writing to the Principal Agent full Details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the EMP, pursuant to work performed in terms of this Contract.

FOR THE CONTRACTOR _____

DATE: _____

WITNESSES 1. _____

2. _____

BOND FOR MATERIAL ON SITE

CONTRACT NO: _____

EMPLOYER: _____

CONTRACTOR: _____

DESCRIPTION OF CONTRACT: _____

I/We, the undersigned, _____ **(Bank or Insurance Company)**
do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages, and expenses that may be suffered or incurred by the Employer as a result of payment for material on site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

_____ (R _____) and will
lapse on the issue of the completion certificate in terms of the Contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF _____ **(Surety)**

AT _____ on this _____ day of _____ 20_____.

CAPACITY

FULL ADDRESS: _____

AS WITNESSES:

1. _____

2. _____

**Delete whichever is inapplicable*

BOND FOR MATERIAL NOT ON SITE

CONTRACT NO : _____

EMPLOYER: _____

CONTRACTOR: _____

DESCRIPTION OF CONTRACT: _____

I/We, the undersigned, _____ (Bank or Insurance Company) do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of payment for material prior to delivery on site, renouncing all benefits from legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

_____ (R_____) and will lapse on the issue of the completion certificate in terms of the contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF _____ **(Surety)**

AT _____ on this _____ day of _____ 20_____.

CAPACITY

FULL ADDRESS : _____

AS WITNESSES:

- 1. _____
- 2. _____

** Delete whichever is not applicable*

OWNERSHIP OF MATERIALS

CONTRACT NO : _____

EMPLOYER : _____

CONTRACTOR : _____

DESCRIPTION OF CONTRACT : _____

In order to facilitate payment for material on site in terms of clause 37.1 of the general conditions of contract, it is hereby confirmed that, although materials may have been supplied on credit to the above-named Contractor, ownership of such materials, when delivered will vest with the Contractor.

In the event therefore of such materials being delivered on site or any authorised extended site, ownership thereof will then vest with the Employer in terms of clause 35.1 of the said general conditions of contract.

SIGNED ON BEHALF OF _____ **(Supplier)**

AT _____ on this _____ day of _____ 20_____.

CAPACITY

FULL ADDRESS : _____

AS WITNESSES :

1. _____

2. _____

SIGNATURE

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed and dated, to this form.

PART C2: PRICING DATA



**C2.1 PRICING SCHEDULE – FIRM PRICES
(SUPPLY, DELIVERY & CONSTRUCTION/INSTALLATION)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of tenderer.....
Tender number: **MIG/NW/2845/24/25**

OFFER TO BE VALID FOR...**90**.....DAYS FROM THE CLOSING DATE OF TENDER.

1. Supply, Delivery & Construction/Installation AND OR Commissioning of:
Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter for CONSTRUCTION OF COMMUNITY HALL IN ITEKENG

Required by:

DITSOBOTLA LOCAL MUNICIPALITY

- At: **ITEKENG**
- Does offer comply with specification? **YES/NO**
- If not to specification, indicate deviation(s) in: **Schedule A**

Any enquiries regarding the tendering procedure may only be directed to –

Mr. I Mokgothu

Manager: Project Management Unit

DITSOBOTLA LOCAL MUNICIPALITY

Tel: 018 6333800

Or

for Technical Information –

ASPIRE ARCHITECTS –

Tel: +27 64 532 3648

C2.2 SCHEDULE OF QUANTITIES
PREAMBLE TO SCHEDULE OF QUANTITIES

1.0 The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings (if any) are to be read in conjunction with the schedule of quantities.

1.1 **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 methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labor-intensive specification in the Scope of Works.**

1.2 **Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised 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.**

2.0 For the purposes of this schedule of quantities, the following words shall have the meaning hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the 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: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

“LI” Labour Intensive methods to be used in accordance with Project Specifications

3.0 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule 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 schedule of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract.

4.0 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (**except for Value Added Tax**), etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and

specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.

- 5.0 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, - this includes rate only items. 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 schedule of quantities.

Please only complete rates and totals for those items that have entries in the quantity column – this includes “rate only” items

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

If the tenderer should group a number of items together and tender one lump sum for such 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 sum and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

Preliminary & General Section may not be tendered as a lump sum. A tender may be disqualified if the P&G Section is tendered as a lump sum.

- 6.0 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
- 7.0 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
- 8.0 The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorisation for the contractor to order material or to execute the work. The contractor shall obtain the Principal Agent's detailed instructions for all work before ordering any materials or executing work or planning in this regard.
- 9.0 The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.

DITSOBOTLA MUNICIPALITY
TENDER NO: MIG/NW/2845/24/25
TENDER: CONSTRUCTION OF COMMUNITY HALL IN ITEKENG
MINIMUM REQUIREMENTS

10.0 The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.

11.0 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totaled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to adjust the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. 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 only after acceptance of the tender, but 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.

12.0 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule 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.

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

mm	=	millimeter	kl	=	kilolitre
m	=	metre	kg	=	kilogram
km	=	kilometer	t	=	ton (1 000 kg)
m ²	=	square metre	No	=	number
ha	=	hectare	%	=	per cent
m ³	=	cubic metre	P C sum	=	prime cost sum
l	=	litre	prov sum	=	provisional sum
mm	=	millimeter	kl	=	kilolitre

14.0 All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.

15.0 The schedule of quantities shall be completed in **BLACK INK. Tenders where the Schedule of Quantities is completed in pencil, or use of correction fluid, WILL be disqualified.**

16.0 All prices and rates shall exclude value added tax (VAT). **The Tenderer shall calculate VAT and enter it as the end of the Summary of the Schedule of Quantities**