



# MARULENG MUNICIPALITY

CONTRACT NO: MLM/SCM/6/2025

RENOVATION OF TECHNICAL OFFICES

TENDER DOCUMENT

CLOSING DATE: 25 SEPTEMBER 2025 at 11H00

CIDB GRADING: 3 GB or HIGHER

PREPARED AND ISSUED BY:

MARULENG LOCAL MUNICIPALITY

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<b>FULL NAME OF BIDDER</b> (BIDDING ENTITY (i.e. CC, PTY, LTD, JV, etc.)	
<b>THE OFFERED TOTAL OF THE PRICES</b> (Including Value Added Tax)	
<b>THE OFFERED TOTAL OF THE PRICES</b> (Above amount in words)	
<b>CIDB GRADING LEVEL:</b>	<b>CIDB CRS NUMBER (S):</b>
<b>CIDB GRADING LEVEL:</b>	<b>CIDB CRS NUMBER (S):</b>
<b>JV GRADING LEVEL:</b>	



**EXPANDED PUBLIC WORKS PROGRAMME**  
**CONTRIBUTING TO A NATION AT WORK**

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**TENDER FOR: RENOVATION OF TECHNICAL OFFICES**

(To facilitate the reading out of tender parameters at the opening of tenders, the Tenderer shall complete this form and submit it with his/her tender. This form does not replace the Form of Offer, C1.1, which must be completed).

**SUMMARY FOR TENDER OPENING PURPOSES**

Name of Contractor submitting the tender: .....

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

Time for Completion offered: .....

Alternative Tender offered? ..... (Yes / No)

If "Yes" state amount: R ..... Alternative Tender

Alternative Time for Completion offered: ..... (Yes / No)

If "Yes" state duration: Alternative Tender : .....

**Details of contact person:**

Name (Print): .....

Telephone No: ..... Fax No: .....

Cell Phone: .....

E-mail Address: .....

Is Form of Offer signed by Tenderer and Witnesses? .....(Yes / No)

**SIGNATURE:** .....

(of person authorised to sign the tender)

**Note:** In the event of conflict between the data provided in this summary and that given in the Form of Offer, C1.1, the latter shall prevail.

## T1.2 Standard Conditions of Tender

Note: This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000)(the Act) read with Regulation 24 of the Construction Industry Development Regulations, issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008 and Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015

### Annex F (normative)

## Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:*

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

##### **F.1.6.3 Proposal procedure using the two stage-system**

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**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations****F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

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

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

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

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

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

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

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

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

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

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

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposal and place the remaining returnable documents in an envelope marked —technical proposal. Each envelope shall state

on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

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

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

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

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

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

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings****F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its SPECIFIC GOAL status level/Specific Goal and time for completion for the main tender offer only.

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

**F.3.5 Two-envelope system**

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

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

status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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

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

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

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

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

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

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

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

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

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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

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

**F.3.11 Evaluation of tender offers****F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for Specific Goal contribution
- 3) Add the points scored for price and Specific Goal.

**F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 below.

**4. Specific Goals**

A maximum of 20 points may be awarded for the specific goals specified hereunder.

The following specific goals with verifiable means of verification and applicable points will be utilised for awarding of points:

<b>Ownership</b>	<b>Means of verification</b>	<b>Points</b>
Limpopo Province	Latest (not older than three months) Municipal Account/Traditional Council letter	
Rural /Township Businesses	Latest (not older than three months) Municipal Account/Traditional Council letter	
Black People	Valid Sworn Affidavit	
Youth	Certified ID copy (not older than six months)	
Women	Certified ID copy (not older than six months)	
SMME's	Company registration	
<b>Total</b>		

The points scored by a tenderer in respect of the Specific Goals will be added to the points scored by the said tenderer for price.

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million**

- (4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

$$P_{min}$$

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of Specific Goal contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

### F.3.11.7 Scoring Price

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

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

a	reason aimed at achieving	1 <sup>a</sup>	2 <sup>a</sup>
	price or discount	$A = 1 + \frac{(P - P_m)}{P_m}$	$P_m$
	price or percentage commission / fee	$\frac{(P - P_m)}{P_m}$	$P/P$
<sup>a</sup>	$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.		

### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where:  $S_Q$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**F.3.19 Transparency in the procurement process**

**F.3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

**F.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

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F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

## T1.2: BID DATA

The Conditions of bid in the Standard Conditions of bid as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* contains references to the bid Data for details that apply specifically to this bid.

The BID Data shall be read with the Standard Conditions of bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the bid process in respect of the project under consideration.

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

Each item of bid Data given below is cross-referenced to the relevant clause in the standard Conditions of BID.

Clause Number	Tender Data
3.1	<p>The Employer is: MARULENG MUNICIPALITY</p> <p>The Employer's (permanent physical business address) is: 65 Springbok Street <b>HOEDSPRUIT</b> 1380.</p> <p>The Employer's address for communication relating to this project is: P O BOX 627 <b>HOEDSPRUIT</b> 1380</p>
3.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p><b>Part T1      Tendering procedures</b></p> <p>T1.1      Tender Notice and Invitation to Tender T1.2      Tender Data</p> <p><b>Part T2      Returnable documents</b></p> <p>T2.1      List of returnable documents T2.2      Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1      Agreements and Contract Data</b></p> <p>C1.1      Form of Offer and Acceptance C1.2      Contract Data C1.3      Form of Guarantee C1.4      CIDB Adjudicator's appointment</p>

Clause Number	Tender Data
	<p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3 Scope of Work</b></p> <p>C3.1 Project Scope of Work</p> <p>C3.2 Tender Drawings</p> <p><b>Part C4 Site Information</b></p> <p>C4.1 Extract from Transport Infrastructure Act 2001 (Act No 8 of 2001)</p> <p>C4.2 Locality Plan</p> <p><b>Part C5 Annexures</b></p> <p>C5.1 Annex I – Environmental Management Plan</p> <p>C5.2 Annex II – Abstracts of the Mine Health and Safety Act No 29 of 1996 and Amendment Act No 72 of 1997</p> <p>C5.3 Annex III – Borrow Pit Guarantee</p> <p>C5.4 Annex IV – Health and Safety Specification</p>
3.4	The language for communications is: <b>English</b>
4.1.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>Only those tenderers who score the minimum score in respect of the quality criteria stated in 5.11.9 of this Tender Data shall be considered responsive and have their tenders evaluated further.</p> <p>a) CIDB registration</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>(i) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a (insert correct grading) class of construction work; and</p> <p>(ii) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of (a) above and who satisfy the following criteria:</p> <p>(1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB <i>Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and</p>
4.1.1	<p>(2) the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the Contractor to successfully execute that Contract.</p>

Clause Number	Tender Data
	<p>Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the lead partner has a contractor grading designation in the <b>3 GB</b> class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3 GB or higher</b> class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>b) National Treasury Central Supplier Database</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p> <p>c) Local content</p> <p>Only locally produced or locally manufactured products and components for construction with a minimum threshold for local content and production will be considered.</p> <p>d)Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works.</p> <p>Individuals must be identified and their names listed in Form D3 for each of the key personnel listed below.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall, within a period of 14 working days, replace the key personnel listed in Form D3 with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p><b>Tenderers who can demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labor-intensive competencies for management and supervisory personnel.</b></p> <p>e) financial viability</p> <p>Tenderers who are under business rescue or liquidation.</p>
4.1.2	<p>It is an absolute requirement that the taxes of the successful tenderer <u>must</u> be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.</p>
4.1.2	<p>If the Tax Clearance Certificate is found to be incorrect, Maruleng Municipality may, in addition to any other remedy it may have: -</p> <p>Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or</p> <p>Cancel the contract and claim any damages which the State may suffer by having to make less favorable arrangements after such cancellation; and/or</p>

Clause Number	Tender Data
	Each party to a Consortium / Joint Venture / Sub-Contractors must attach their Proof of SARS TCP PIN Certificate from the Receiver of Revenue.
4.5.2	<p>Tenderers are hereby earnestly warned that, in terms of section 23(1) of the Building Ordinance of Transvaal (Ordinance No. 22 of 1957, as amended), it is absolutely essential that the owners of property be advised accordingly.</p> <p>Unless the provisions of this section are strictly adhered to, the acquisition of material may be illegal and could result in a claim by the owner, inter alia that the property be restored to its original condition by the Contractor.</p>
4.5.3	Where reference is made to the standard specifications in the contract documents, it shall mean the COLTO Standard Specifications for Road and Bridge Works (1998).
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	A compulsory briefing session will be held on the <b>10 of September 2025 at 10H00</b> at Thusong Service Center.
4.8	Request clarifications at least 14 working days before the closing date <b>(25 of September 2025)</b> .
4.10	Tenderers are required to state the rates and currencies in Rand.
4.11.2	<p><u>Tenders submitted in accordance with these tender documents shall not have any qualifications.</u> Any point of difficulty of interpretation shall be cleared with the Employer's Agent as early as possible before submission of a tender. Should any query be found to be of significance, all tenderers will be informed accordingly by the Employer's Agent as early as possible.</p> <p><u>Tenders shall not be qualified by the conditions of tender of the tenderer himself.</u> Failure to comply with this requirement may cause the tender to become invalid.</p> <p>Should the tenderer, notwithstanding the above, wish to make any amendment or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details on Form A4. Any qualification or amendment not set out on the prescribed form will not have any force and effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a program and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.</p>
4.12	<p>If a tenderer wishes to submit an alternative tender offer, the tenderer shall in addition to the conforming Tender submit a separate complete set of Tender Documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified Tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate if the efficacy of the alternative complies with the Employer's standards and requirements and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p>

Clause Number	Tender Data
	<p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the Contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13.2	Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.

Clause Number	Tender Data
4.13.4	<p>The tenderer is required to submit the following:</p> <p>The tenderer is required to submit the following with his tender</p> <ol style="list-style-type: none"> <li>(1) An SARS TCP PIN issued by the South African Revenue Services; and</li> <li>(2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form A12;</li> <li>(3) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at a time during the 36 months preceding the date of this Tender;</li> <li>(4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture;</li> <li>(5) Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2017. Joint ventures/consortiums will qualify for preference points, provided that the entity submits the relevant certificate/score card in terms of Preferential Procurement Regulations, 2017. Note that in the case of unincorporated entities, a verified score card must be submitted with the Tender.</li> <li>(6) A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.</li> </ol>
4.13.5	<b>Submit only the signed "Original" Tender offer.</b>
4.13.6	<p>Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.</p> <p>Telephonic, facsimile or emailed tender offers will <b>not</b> be accepted.</p>
4.13.7	The <b>Maruleng Municipality</b> is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.
4.13 4.15	<p>The Employer's address for the delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>Municipal Offices</b>  Physical address: Maruleng Municipality  65 Springbok Street  HOEDSPRUIT, 1380.</p> <p>Identification details: Place the signed original tender offer in a package marked Contract No <b>CONTRACT NO: MLM/SCM/6/2025 for the RENOVATION OF TECHNICAL OFFICES</b>  Tenders must be submitted during office hours (08:00 to 16:00 hrs) Monday to Friday at the Employer's address.</p>
4.15	The closing time for submission of tender offers is <b>11:00</b> on the <b>25 of September 2025</b>
4.16.1	The tender offer validity period is <b>90 days</b> calculated from the tender closure date.

Clause Number	Tender Data
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>(a) withdraws his tender;</p> <p>(b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>Such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	<p>Any additional information requested under this clause must be provided within 5 working days of the date of request.</p> <p>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.</p>
4.19	No access for tests and inspections are required during the tendering period.
4.20	The tenderer must submit to the Employer 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 requirement.
	<p><b>The Employer's right to accept or reject any bid offer.</b></p> <p>The Employer is not obliged to accept the lowest or any bid offer.</p>
5.1	The Employer shall respond to clarifications received up to 7 working days before the tender closing time.
5.4	Tenders will not be opened after the closing time for tenders.
	<p>Location:</p> <p>Maruleng Municipality 65 Springbok Street HOEDSPRUIT, 1380.</p>
5.5	The two-envelope system will <b>not</b> be followed for this Tender.
5.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
5.11.7	<p>The value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000,00; or</li> <li>2) 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000,00.</li> </ol> <p>The value of <math>A</math> will be calculated utilizing the following formula:</p>

Clause Number	Tender Data																																
	$A=(1-(P-P_m)/P_m)$ <p>Where <math>P</math> is the comparative offer of the tender offer under consideration and <math>P_m</math> is the comparative offer of the most favorable comparative offer</p> <p>In the event that the calculated value is negative, the allocated score shall be 0.</p>																																
5.11.8	<p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:</p> <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th><th></th></tr><tr><td>Black ownership</td><td>6</td><td></td><td></td></tr><tr><td>Women</td><td>3</td><td></td><td></td></tr><tr><td>People living with disability</td><td>2</td><td></td><td></td></tr><tr><td>EME or QSE</td><td>2</td><td></td><td></td></tr><tr><td>Youth</td><td>3</td><td></td><td></td></tr><tr><td>Enterprises located in Limpopo Province 1 Within Mopani = 2 Within Maruleng = 4</td><td>4</td><td></td><td></td></tr><tr><td>Total</td><td>20</td><td></td><td></td></tr></table> <p>Eligibility for preference points is subject to the following conditions:</p> <ul style="list-style-type: none"><li>A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February 2016, alternatively a B-BBEE Certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry; and</li><li>The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1; and</li><li>The certificate shall:<ul style="list-style-type: none"><li>be an original or an original certified copy of the original; and</li><li>have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or</li></ul></li><li>The Verification Certificate must be valid at the tender closing date; and</li><li>The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data 4.15); and</li></ul>	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)		Black ownership	6			Women	3			People living with disability	2			EME or QSE	2			Youth	3			Enterprises located in Limpopo Province 1 Within Mopani = 2 Within Maruleng = 4	4			Total	20		
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)																															
Black ownership	6																																
Women	3																																
People living with disability	2																																
EME or QSE	2																																
Youth	3																																
Enterprises located in Limpopo Province 1 Within Mopani = 2 Within Maruleng = 4	4																																
Total	20																																

Clause Number	Tender Data
	<ul style="list-style-type: none"> <li>• Compliance with any other information requested to be attached to Form C1; and</li> <li>• If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and</li> <li>• Failure to submit a valid verification certificate will result in the award of 0 (zero) points for preference; and</li> <li>• In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.</li> <li>•</li> </ul>
5.11.9	<p><b>1. EVALUATION OF TENDER OFFERS</b></p> <p><b>Evaluation of bid Offers</b>  Bidders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Bid document will render the Bid non-responsive. Failure to comply with the above requirements will result in the Bid being disqualified. The Bid evaluation will be conducted as follows:</p> <p><b>(a) First</b></p> <p>Bid documents that have been disassembled and copies of the Bid documents will be disqualified outright.</p> <p><b>(b) Second</b></p> <p>Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Bid non-responsive and it will not be carried forward to the next stage.</p> <p><b>(c) Third</b></p> <p>The Bidder's experience, staffing and methodology will be evaluated. Each Bid will be assessed and awarded points for Functionality. <b>Failure to achieve 70 points out of the 100 for Functionality will render the Bid non-responsive.</b></p> <p>Only Bidders that score the specified minimum number of points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (Refer to 2(b) below)</p> <p><b>(d) Fourth</b></p> <p>Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. (refer to 2(c) below)</p> <p><b>(e) Fifth</b></p>

Clause Number	Tender Data
	<p>Points for Specific Goals will be awarded in accordance with the status level of points allocated. Refer to 2(d) below)</p> <p><b>(f) Final</b></p> <p>The Bid will be awarded to the short listed Bidder who has scored the highest points for price and Specific Goals, unless there are justifiable, objective reasons to award the Bid to another Bidder. However, the Employer retains the right not to accept any or the lowest Bid. Refer to (2e) below)</p> <p><b>2. EVALUATION PROCESS AND CRITERIA</b></p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p> <hr/> <p><b>2.1 Administrative Compliance – Phase One</b></p> <hr/> <p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p><b>Critical Criteria:</b> The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:</p> <p><b>Administrative compliance</b></p> <ul style="list-style-type: none"> <li>a) Proof purchase of Tender Document</li> <li>b) Provide Central Supplier Database (CSD) number</li> <li>c) Proof of SARS TCP PIN.</li> <li>d) Valid B-BBEE Certificate</li> <li>e) All Pages of the Bid document must be initialled.</li> <li>f) Attach CK (Company registration certificate)</li> <li>g) Form A – Certificate of attendance at site inspection, to be signed in the Bid document or Signature onsite inspection attendance register.</li> <li>h) Form B – Certificate of Authority for Signature. For JV's a JV Agreement shall be provided (if applicable)</li> <li>i) Signed J/V agreement must be attached (Where applicable)</li> <li><b>j) COMPLETED AND SIGNED MBD FORMS</b> -Compulsory enterprise questionnaire completed.</li> <li>k) Submit three years audited / reviewed Annual financial statements (AFS) – (only where the tender amount exceeds R10Mil- including VAT)</li> <li>l) Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement accompanied with proof of payment of the lessee and rates and taxes of the lessor /letter (company and Directors) must be attached (Not older than 3 months) for both company and Director.</li> <li>m) Form F – Record of addenda to Bid documents.</li> <li>n) Form I – Certificate of non- collusive Bid</li> </ul>

Clause Number	Tender Data								
	<p>o) Form J – Compliance with Occupational Health and Safety Act (Letter of good standing COIDA)</p> <p>p) Letter of intent of contract performance guarantee</p> <p>q) Form L – Compulsory enterprise questionnaire.</p> <p>r) Form Q – Declaration of good standing regarding tax</p> <p>s) Form N – Financial details, statements and bank references.</p> <p>t) Form U– Declaration of bidder’s past supply chain management practices.</p> <p>u) Form R – Declaration of interest</p> <p>v) Form W – Construction industries development board registration. (Proof of registration with CIDB attached and relevant grading to be attached)</p> <p>w) Form C1.1 – Form of Offer and Acceptance (Other documents that may be used)</p> <p>x) Contract Data Section 2: Data provided by the contractor</p> <p>Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure <b>WILL</b> result in the Bid being rejected. Non submission of any of the forms listed above will result in the Bid being rejected as non-responsive.</p>								
<b>2.2 Functionality – Phase Two (100 points allocation)</b>									
<p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p> <p><b>(a) Second Stage in Evaluation: Quality or Functionality: Points System</b></p> <p>It is important that the Bidder provides information as requested as this information will be used for functionality in which a <b>minimum of 70 points</b> must be scored to move to the next stage of evaluation.</p> <table><tr><td></td><td><b>TARGETED GOALS:</b></td><td><b>POINTS</b></td></tr><tr><td rowspan="2"><b>Points for functionality</b></td><td>Company’s Experience</td><td>60</td></tr><tr><td>Qualifications of bidders</td><td>40</td></tr></table> <p>The scoring will be according to the table below</p>			<b>TARGETED GOALS:</b>	<b>POINTS</b>	<b>Points for functionality</b>	Company’s Experience	60	Qualifications of bidders	40
	<b>TARGETED GOALS:</b>	<b>POINTS</b>							
<b>Points for functionality</b>	Company’s Experience	60							
	Qualifications of bidders	40							

Clause Number	Tender Data				
	FUNCTIONALITY EVALUATION CRITERIA				
	COMPANY EXPERIENCE				
	<p>Bidders must complete company experience and add certified supporting documentation.</p> <p>Failure to submit required FINAL COMPLETION CERTIFICATE will result in the bidder getting zero points.</p> <p><b>NB: Final Completion certificates must be signed by all parties namely: the employer, Engineer, and the contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points)</b></p>	CONTRACTS MANAGER	SCORING CRITERIA	WEIGHT	SCORE
			One (01) Building project(s) with final completion certificate attached (and construction appointment letters, will be assessed as follows	15	
			<b>Completed project(s) - 15 Points each</b>		
			Two (02) Building project(s) with final completion certificate attached (and construction appointment letters, will be assessed as follows	30	
			<b>Completed project(s) - 15 Points each</b>		
			Three (03) Building project(s) with final completion certificate attached (and construction appointment letters, will be assessed as follows	45	
	<b>Completed project(s) - 15 Points each</b>				
	Four (04) Building project(s) with final completion certificate attached (and construction appointment letters, will be assessed as follows	60			
	<b>Completed project(s) - 15 Points each</b>				
	COMPANY EXPERIENCE TOTAL		60		
	QUALIFICATION OF PROJECT LEADER				
	Bidders must complete key personnel and add supporting documentation.				
	NB: (Failure to submit required CV's and certified qualification will result in the bidder getting zero points. Key personnel must be unencumbered, available full time and unique to this project				
	<p>Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained</p>	PROJECT LEADER	SCORING CRITERIA	WEIGHT	SCORE
			Must be allocated to the site for the duration of the project. A Contract Manager with a civil engineering in project management degree or B-tech or higher registered with ECSA or SACPCMP:		
Certificate in Civil Engineering/ Building			10		
Diploma in Civil Engineering/ Building			20		
		Degree in Civil Engineering/ Building	40		
KEY PERSONNEL TOTAL			40		
Bidders must score a minimum of 70 percentage points out of the 100 percentage to qualify for further adjudication.					

Clause Number	Tender Data
5.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <p>The tenderer has in his or her possession an SARS TCP PIN Certificate issued by the South Fourth <b>Stage in Evaluation:</b></p> <p><b>Price</b></p> <p><b>The following must be completed in full</b></p> <ul style="list-style-type: none"> <li>* The pricing schedule</li> <li>* The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.</li> </ul> <p>A total of 80 points will be awarded to the Bid with the lowest balanced price. The other Bidders will be awarded points based on the ratio of the price under consideration to the lowest price.</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>where</p> <p><math>P_s</math> = Points scored for comparative price of bid under consideration</p> <p><math>P_t</math> = Comparative price of bid under consideration</p> <p><math>P_{\min}</math> = Comparative price of lowest acceptable bid</p> <p><b>2(d) Fifth Stage in Evaluation: Specific Goals (Ph)</b></p> <p>The Bidders will then be evaluated in terms of the Construction industry scorecard and the PPPFA regulations of 2022 with the values of Ph indicated as the number of points shown below.</p> <p>FOR SPECIFIC GOLAS EVALUATION: Kindly complete and sign the MBD.6.1</p>

Clause Number	Tender Data		
	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system)</b> <b>(To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system)</b> <b>(To be completed by the tenderer)</b>
	Black ownership	6	
	Women	3	
	People living with disability	2	
	EME or QSE	2	
	Youth	3	
	Enterprises located in Limpopo Province 1 Within Mopani = 2 Within Maruleng = 4	4	
	<b>Total</b>	<b>20</b>	
	<p><b>2(e) Final Stage in Evaluation: Calculation of Final Total Points</b></p> <p>The final score or final total points for each Bid will be calculated by adding the scores from the; calculations.</p> $P = P_s + P_h$ <p><b>Acceptance of bid Offer</b></p> <p><b>Bid offers will only be accepted on condition that:</b></p> <ul style="list-style-type: none"> <li>a) The bid offer is signed by a person authorized to sign on behalf of the Bidder;</li> <li>b) a valid Proof of SARS TCP PIN Certificate is included with his bid;</li> <li>c) the bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his bid submission;</li> <li>d) a bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his bid;</li> <li>e) the bidder or a competent authorized representative of the contractor who submitted the bid has attended the compulsory clarification meeting or site inspection;</li> <li>f) the contractor who submits the bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of bids;</li> <li>g) the bidder or any of its principals is <u>not</u> listed on the register of bid Defaulters in</li> </ul>		

Clause Number	Tender Data
	<p>terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>h) the bidder has <u>not</u> abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>i) the bidder or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the BID submission.</p> <p>j) the employer is satisfied that the bidder or any of his principals have <u>not influenced</u> the BID offer and acceptance by the following criteria:</p> <p>a. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;</p> <p>b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;</p> <p>c. having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the bidder's favour;</p> <p>d. having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract or as to the amount of the BID to be submitted by either party;</p> <p>e. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;</p> <p>f. The employer may, in addition to using any other legal remedies, repudiate the bid offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
5.17	The number of paper copies of the signed contract to be provided by the Employer is 1.
5.19	All requests shall be in writing.

**ADDITIONAL CONDITIONS OF TENDER CLAUSES:**

3.7	<b>Jurisdiction</b>  Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
Proof of Availability of Staff with LI Competencies	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
Requirement for submission of names of LI staff	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.

### 3.3 Contract Documentation for the Works

#### 3.3.1 Notice and Invitation to tender / Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the notice and invitation to tender:

Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.

The following must be included in the tender data in accordance with the provisions of the CIDB Standard for Uniformity in Construction Procurement:

F.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

#### 3.3.2 Contract Data

As mentioned in 3.1, any approved standard form of contract for construction works may be used for labour-intensive projects. These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data in the contract with the Employer:

##### Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-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 still-born 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 behaviour 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 –
- the worker's full name;
  - the name and address of the employer;
  - the SPWP on which the worker worked;
  - the work performed by the worker;
  - any training received by the worker as part of the SPWP;
  - the period for which the worker worked on the SPWP;
  - any other information agreed on by the employer and worker.

### 3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

Appendix E outlines the earthworks which are to be executed by hand in terms of the South African Nation Standard 1921-5.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

#### DESCRIPTION OF THE WORKS

##### Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods

##### Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

<b>Personnel</b>	<b>NQF level</b>	<b>Unit standard titles</b>	<b>Skills programme description</b>
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

## **EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

### **1.1 Requirements for the sourcing and engagement of labour.**

- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

- 1.1.2 The rate of pay set for the SPWP is R ..... per task or per day.  
(Insert value determined by public body in terms of clause 2.2 of these Guidelines)
- 1.1.3 Tasks established by the contractor must be such that:
- the average worker completes 5 tasks per week in 40 hours or less; and
  - the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- where the head of the household has less than a primary school education;
  - that have less than one full time person earning an income;
  - where subsistence agriculture is the source of income.
  - those who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- 60 % women;
  - 20% youth who are between the ages of 18 and 25; and
  - 2% on persons with disabilities.

## **1.2 Specific provisions pertaining to SANS 1914-5**

### **1.2.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

### **1.2.3 Contract participation goals**

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

### **1.2.4 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**1.2.5 Variations to SANS 1914-5****1.2.5.1** The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

**1.2.5.2** The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.**1.3 Training of targeted labour****1.3.1** 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.**1.3.2** The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.**1.3.3** A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026**1.3.4** 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.**1.3.5** The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.**1.3.6** An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.**1.3.7** Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

### GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

#### Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

#### Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

#### Hand excavateable material

Hand excavateable material is material:

##### a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

##### b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**Shaping**

All shaping shall be undertaken by hand.

**Loading**

All loading shall be done by hand, regardless of the method of haulage.

**Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

**Spreading**

All material shall be spread by hand.

**Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

**Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

**T2 PART 2: RETURNABLE DOCUMENTS****T2.1 LIST OF ALL RETURNABLE DOCUMENTS**

The following table shows the list of returnable documents. Documents that shall be used during tender evaluation and those that shall be incorporated into the contract are stated. The tenderer shall utilize this list to check prior to tender submission to ensure that required returnable documentation has been submitted. Non-submission of any item listed only under the column "Required for Tender Evaluation" may result in the tender to be rejected by the Employer

**T2.1.1 PRE QUALIFIER**

1. No part of this document may be copied, photographed or repeated in any manner without written consent of Maruleng Municipality.
2. This tender document must not be dismantled/wording changed
3. The use of "TIPPEX" correcting fluid or any other similar substance to make corrections is not permitted.
4. Due to Covid – 19 pandemics there will be no briefing session due to measures set in place by the employer to fight against the pandemic
5. Pricing schedules/ BOQ must be fully completed.
6. Letter of tender to be completed and signed.

**Table 2.1.1: Check-list of Returnable Documents**

Item	Description of document to be returned	Check
<b>T2.1</b>	<b>Returnable schedules</b> (supplied with the tender document)	
T 2.2.1	Certificate of Authority <sup>#</sup>	
T 2.2.2	Certificate of Attendance at Clarification Meeting	
T 2.2.3	Record of Addenda to tender documents	
T 2.2.4	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017	
T 2.2.5	Size of Enterprise	
T 2.2.6	Schedule of Equipment	
T 2.2.7	Current Workload	
T 2.2.8	Schedule of Previous Work carried out by Tenderer	
T 2.2.9	Key Personnel Numbers	
T 2.2.10	Experience of Key Staff	
T 2.2.11	Schedule of Proposed Sub-contractors	
T 2.2.12	Project Execution Methodology Approach	
T 2.2.13	Financial References <sup>#</sup>	
T 2.2.14	Details of Alternative Tenders Submitted	
T 2.2.15	Proposed Organisation and staffing	
T 2.2.16	Proposed Joint Venture Agreement	
T 2.2.17	Tax Clearance Certificate and the Latest CSD Summary Report not older than three (3) months from the closing date <sup>#</sup>	
T 2.2.18	Broad-Based Black Economic Empowerment (SPECIFIC GOAL) Status Level Certificates <sup>#</sup>	
T 2.2.19	Contractor's Registration with CIDB	
T 2.2.20	Confirmation of Employment Equity Policy from the Department of Labour <sup>#</sup>	
T 2.2.21	Latest UIF Return <sup>#</sup>	
T 2.2.22	Proof of Expenditure for Skills Development <sup>#</sup>	

Item	Description of document to be returned	Check
<b>T2.1</b>	<b>Returnable schedules</b> (supplied with the tender document)	
T 2.2.23	Form of Intent to Provide a Performance Guarantee <sup>#</sup>	
T 2.2.24	Registration Certificate / Agreement / Powers of Attorney / ID Document (if Applicable) <sup>#</sup>	
T 2.2.25	Quality Control Procedures	
T 2.2.26	Form concerning fulfilment of the Construction Regulations, 2014	
T 2.2.27	Compulsory Enterprise Questionnaire	
T 2.2.28	Amendments and Qualifications by Tenderer	
T 2.2.29	Proposed Programme & Number of Personnel	
T 2.2.30	Cash flow	
T 2.2.31	Exchange rate and import content	
T 2.2.32	Schedule of Previous Work (Continuation of T2.2.8)	
T2.2.33	SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors	
T2.3	Technical Data Sheets	

<sup>#</sup> Forms marked thus are to be provided by all partners in a Joint Venture or Consortium

<sup>#</sup> Municipal statement on bidder's rate and taxes for business and owner not older than three (3) months from the closing date <sup>#</sup>

## T 2.2 RETURNABLE DOCUMENTS

***The tenderer shall complete the returnable documents listed below. The tender document shall not be dismantled; attach clearly indexed additional pages if more space is required.***

### T 2.2.1 Certificate of Authority

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

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

All signatories, **including sole proprietors**, shall confirm their authority by **attaching to this page of this tender** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be

#### (I) Certificate for Company

I, ....., chairperson of the Board of Directors of .....  
 ....., hereby confirm that by resolution of the Board (copy  
 attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of  
 ....., was authorized to sign all documents in connection with the  
 Tender No..... and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr/Ms ..... , acting in the capacity of  
....., to sign all documents in connection with the  
tender for Tender No. .... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(III) 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 Tender No..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** *This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the partnership as a whole.*

**(IV) Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .

....., authorised signatory of the company .....

....., acting in the capacity of lead partner, to sign all documents in connection with

the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....

**Note:** *This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the Joint Venture as a whole.*

**(V)     Certificate for Sole Proprietor**

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

**Signature** of sole owner: ..... **Date:** .....

As Witnesses:

1..... **Date:** .....

2. .... **Date:** .....

**T 2.2.2 Certificate of Attendance at Clarification Meeting**

This is to certify that (*tenderer*).....  
of (*address*).....

..... was represented by the person(s) named

below at the compulsory meeting held for all tenderers at (*location*).....

..... on (*date*)..... starting at (*time*) .....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer.

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**T 2.2.3 Record of Addenda to tender documents**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		

Attach additional pages if more space is required.

Signed

Date

Name .....

Position .....

Tenderer .....

**T 2.2.4 Size of Enterprise**

What was your turnover in the previous financial year? R \_\_\_\_\_

What is the estimated turnover for your current financial year? R \_\_\_\_\_

Physical facilities:

Provide information on offices, factories, yards, warehouses and workshops occupied by your enterprise (attach details if the space provided is not enough)

	Description	Address	Area (m <sup>2</sup> )
1.			
2.			
3.			
4.			
5.			
6.			

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**T 2.2.5 Schedule of Construction Equipment**

The following are lists of major items of **relevant** equipment that the bidder presently owns or leases and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

	Quantity	Description, size, capacity, etc.	Indicate if equipment is : • owned, • rented, • will be rented • will be bought <b>and availability %</b>
1.			..... .....%
2.			..... .....%
3.			..... .....%
4.			..... .....%
5.			..... .....%
6.			..... .....%
7.			..... .....%
8.			..... .....%
9.			..... .....%

**Note: Please limit information to this page only. Do not attach any additional information.**

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

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

Tenderer .....

**T 2.2.6 Current Workload**

List your current contracts and obligations:

	Description	Value (R)	Start date	Duration	Expected completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

**Note : Please limit information to this page only. Do not attach any additional information**

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you? (Tick)

YES	
NO	

Signed \_\_\_\_\_

Date .....

Name \_\_\_\_\_

Position .....

Tenderer .....

### T 2.2.7 Schedule of Previous Work carried out by Tenderer

The experience of the tenderer or joint venture partners and or Specific Goal sub-contractors in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule. The Tenderer should also attach previous work carried out by his joint venture partners and or Specific Goal sub-contractors, their previous work experience will be assessed as part of functionality.

The description should be put in tabular form with the following headings (One table for the Tenderer and separate tables for each joint venture partner and or Specific Goal sub-contractor):

[illegible]

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

Signed

Date

Name

Position

*Tenderer*

**T 2.2.8 Key Personnel Numbers**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the number of personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS		
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY
Site Agent, Project Managers			
Foremen, Quality Control and Safety Personnel			
Technicians, Surveyors, etc			
Artisans and other Skilled Workers			
Plant Operators			
Unskilled Workers			
Others:..... ..... .....			

Signed \_\_\_\_\_

Date .....

Name \_\_\_\_\_

Position .....

Tenderer .....

**T 2.2.9 Experience of Key Staff**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the **contract/project manager**, the **site agent**, the **senior foremen**, the **quality control officer** and the **OHS officer** of not more than 3 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars
  - name
  - date and place of birth
  - highest tertiary education and dates of qualification
  - professional associations
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Relevant skills
- 4 Name of current employer and position in enterprise
- 5 Overview of post qualification experience
- 6 Outline of recent assignments / experience that has a bearing on the scope of work
- 7 Duration (years) of relevant experience for nominated position

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

Signed	Date
Name _____	Position _____
Tenderer _____	_____

Provide separate forms for each position listed in Form: Key Personnel

Note: An individual may be nominated to serve as the team leader in more than one discipline and as the team leader and a discipline specific leader.

**T 2.2.10 Schedule of Proposed Sub-contractors**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer

<b>Name and address of proposed Sub-contractor</b>	<b>Nature and extent of work to be done</b>	<b>Value relative to total contract value (%)</b>

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

---

**T 2.2.11 Project Execution Methodology Approach**

Tenderers are required to provide a summary of the proposed methodology for undertaking the works which will be reviewed as part of functionality. The summary should be limited to 10 pages and it should include as a minimum the following;

1. A description of road construction process that demonstrates the Tenderers understanding of both the key steps required to construct paved road. This description should include at least the following:
  - How landowners will be contacted and how specific landowner requests will be dealt with.
  - Proposed methods of erecting fences and then moving these fences as the work front progresses.
  - The method of excavation proposed and the arrangement of key facilities within the working servitude including the batter of the trench required for non-cohesive materials.
  - The proposed methods of excavating rock, processing rock material so that it complies with the backfill specification, processing excavated material so that it complies with the bedding specification or importing selected granular material for pipe bedding.
  - Methods for bringing pipe to site, where it will be stored and how it will be brought to the working servitude and placed in the trench.
  - The methods proposed for placing of bedding and backfill and for quality control for bedding and backfill operations.
  - Adherence to environmental requirements.
  - Removal and disposal of hazardous material;
  - Protection of existing services;
  - Protection and rehabilitation of roads within the road reserves/ working space;
2. Proposed key safety systems and how the proposed systems will work for the management of safety risks on the project.
3. The Tenderer's plans with regards to employing unskilled local labour and how this labour will be transported to site if this are required. Also the Tenderer's plans to employ skilled and semi-skilled labour and how this labour will be accommodated on site.

## T 2.2.12 Financial Reference

### FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

### DETAILS OF TENDERING ENTITY'S BANK

**If the tenderer is a Joint Venture or partnership, the information requested below is required for each member / partner.**

I/We hereby authorise the Employer/Employer's Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER		
Name of bank		Contact person	
Branch name			
Branch code			
Street address			
Postal address			
Telephone number	(     )	Fax number	
Account number			
Type of account, (i.e. cheque account, etc)			

Failure to provide either the required bank details or a certified bank rating with its tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

T 2.2.13      Details of Alternative Tenders Submitted

See Condition of Tender and Tender Data F 2.12

DESCRIPTION

Signed

Date

Name

Position

Tenderer

**T 2.2.14 Proposed Organisation and staffing**

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium it should, indicate how the duties and responsibilities are to be shared.

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

Signed	Date
Name	Position
<i>Tenderer</i>	

## T 2.2.15 Proposed Joint Venture Agreement

The Tenderer shall attach hereto a copy of the proposed Joint Venture Agreement or pre-contract a Heads of Agreement/Memorandum of Understanding to enter into a Joint Venture or a Subcontract Agreement on award of the contract (if applicable) and completed Enterprise Declaration forms for each of the contracting parties (if applicable).

If not a Joint Venture indicate as such on this page      Joint Venture: 

YES		NO	
-----	--	----	--

Refer to T2.2.1 (iv) "Certificate of authority for Joint Venture" and also insert information pertaining to the above.

If Joint Venture and any member company of the Joint Venture is a Specific Goal company, indicate below the share of the Specific Goal of the contract value.

Name and address of proposed JV partner company	Nature and extent of work to be done	Value relative to total contract value (%)

---

**T 2.2.16 Tax Clearance Certificate**

***Tax Clearance Certificate obtained from SARS to be inserted here.***

**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

**Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit an **original** Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or those suitable arrangements have been made with SARS."
2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted in the original form with the tender, that is before the closing time and date of the tender.**

The tenderer may submit a Tax Compliance Status letter (with PIN) as an alternative to the original and valid Tax Clearance Certificate

Each party to a Consortium / Joint Venture / Subcontractors must submit a separate Tax Clearance Certificate **or Tax Compliance Status letter (with PIN).**

**Failure to submit an original and valid Tax Clearance Certificate or Tax Compliance Status letter (with PIN) will invalidate the tender.**

---

**T 2.2.17      Broad-Based Black Economic Empowerment (SPECIFIC GOAL)  
Status Level Certificates**

1. Bidders are required to submit original and valid Specific Goal Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their Specific Goal rating claims.
2. Bidders who do not submit Specific Goal Status Level Verification Certificates or are non-compliant contributors to Specific Goal do not qualify for preference points for Specific Goal but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for Specific Goal.
3. A trust, consortium or joint venture must submit a consolidated Specific Goal Status Level Verification Certificate for every separate bid.
4. Public entities and tertiary institutions must also submit Specific Goal Status Level Verification Certificates together with their bids.

**Refer to T2.2.4 Preference points claimed in terms of Preferential Procurement Regulations 2017, point 7 and point 9.9 and also insert information pertaining to the above.**

---

**T 2.2.18 Contractor's Registration with CIDB**

Provide CRS Number of CIDB Certificate of Registration: .....

*Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.*

Also see Tender Data F 2.1 for more detail.

---

**T 2.2.19 Confirmation of Employment Equity Policy from the Department of Labour**

The Tenderer must attach hereto a copy of the confirmation from the department of labour that their Employment Equity Policy has been submitted.

**Employment Equity Act, 55 of 1998****Employment Equity Plan: Section 20**

- a. A designated employer must prepare and implement a plan to achieve employment equity, which must:
- have objectives for each year of the plan;
  - include affirmative action measures;
  - have numerical goals for achieving equitable representation;
  - have a timetable for each year;
  - have internal monitoring and evaluation procedures, including internal dispute resolution mechanisms; and
  - identify persons, including senior managers, to monitor and implement the plan

---

**T 2.2.20      Latest UIF Return**

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return.

**Unemployment Insurance Contributions Act, No. 4 of 2002****“CHAPTER 2****Duty to contribute and recovery of contributions****5.      Duty to contribute to Fund**

- (1) Every employer and every employee to whom this Act applies must, on a monthly basis, contribute to the Unemployment Insurance Fund.
- (2) The contributions must be paid by the employer either to the Commissioner in terms of section 8 or to the Unemployment Insurance Commissioner in terms of section 9, whichever is applicable to the particular employer.”

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**T 2.2.21 Proof of Expenditure for Skills Development**

The Tenderer must attach hereto proof of expenditure on skills development as required.

**SKILLS DEVELOPMENT LEVIES ACT, 1999****3. Imposition of levy****(1) Every Employer must pay a skills development levy**

---

**T 2.2.22      Form of Intent to Provide a Performance Guarantee**

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

**Refer to Form T 2.2.12 “Financial ability to execute the project” and also insert information pertaining to the above.**

Failure to provide the Letter of Intent will lead to the conclusion that the tenderer does not have the financial capacity to undertake the work and will lead to the disqualification of the tender

---

**T 2.2.23      Registration Certificate / Agreement / Powers of Attorney / ID Document (if Applicable)**

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms in T 2.2.1 must be attached to this page.

---

**T 2.2.24      Quality Control Procedures**

Tenderers are required to submit a quality management system and a project quality control plan as part of their quality control procedures. These quality control practices and procedures which ensure compliance with stated employer's requirements will be evaluated.

The quality management system should be accredited externally and should include an audit report and personnel report. The Tenderers should also very briefly outline his or her procedures in relation to the project quality control plan and this must be specific to the scope of work and attach this to this schedule.

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

Signed	Date
Name _____	Position _____
Tenderer _____	_____

**T 2.2.25 Form Concerning Fulfilment of the Construction Regulations, 2014**

In terms of Clause 5(1)(h) of the Occupational Health and Safety Act, Act no 85 of 1993 (OHSA) Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

*(Tables to be completed by Tenderer)*

**TABLE 1: COST OF SAFETY PERSONNEL**

<b>PERSONNEL</b>	<b>COSTS ALLOWED IN TENDER</b>	<b>NOMINATED PERSON/S</b>
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
<b>PERSONNEL</b>	<b>COSTS ALLOWED IN TENDER</b>	<b>NOMINATED PERSON/S</b>
Health and Safety Committee		

**TABLE 2: COST OF SAFETY EQUIPMENT**

<b>EQUIPMENT</b>	<b>STATE YES or NO</b>	<b>COST ALLOWED FOR IN TENDER</b>
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Agent and his delegated assistants, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**T2.2.26 Compulsory Enterprise Questionnaire****Declaration of Interest****MBD 4**

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/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
  - 3.1 Full name of bidder or his or her representative: .....
  - 3.2 Identity number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholders): .....
  - 3.4 Company registration number: .....
  - 3.5 Tax reference number: .....
  - 3.6 VAT registration number: .....
  - 3.7 The names of all directors/trustees/shareholders/members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below
  - 3.8 Are you presently in the service of the state? YES/NO
    - 3.8.1 If yes, furnish particulars.....  
 .....  
 .....  
 .....
  - 3.9 Have you been in the service of the state for the past twelve months? YES/NO
    - 3.9.1 If yes, furnish particulars.....  
 .....  
 .....  
 .....

---

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.

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

- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid? YES/NO
- 3.10.1 If yes, furnish particulars.....
- .....
- .....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the state who may be involved with the evaluation of this bid? YES/NO
- 3.11.1 If yes, furnish particulars.....
- .....
- .....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES/NO
- 3.12.1 If yes, furnish particulars.....
- .....
- .....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES/NO
- 3.13.1 If yes, furnish particulars.....
- .....
- .....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES/NO
- 3.14.1 If yes, furnish particulars .....
- .....
- .....
- .....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

**Declaration for Procurement above R10 Million (All Applicable Taxes Included)**

**MBD 5**

For all procurement expected to exceed R10million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? YES/NO
2. If yes, submit audited financial statements for the past three years or since date of establishment if established during the past three years.  
 .....  
 .....  
 .....  
 .....
3. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO
4. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 4.1 If yes, provide particulars  
 .....  
 .....  
 .....  
 .....
5. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES/NO
- 5.1 If yes, provide particulars  
 .....  
 .....  
 .....  
 .....
6. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic? YES/NO
- 6.1 If yes, provide particulars  
 .....  
 .....  
 .....  
 .....

**CERTIFICATION**

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

.....  
 .  
 Signature

.....  
 Date

.....  
 Capacity

.....  
 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 Applicable Preference Point System

a) The applicable preference point system for this quotation is the 80/20 preference point system.

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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process

or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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:

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

Where

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

$P_t$  = Price of tender under consideration

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**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)
Black ownership	6	
Women	3	
People living with disability	2	
EME or QSE	2	
Youth	3	
Enterprises located in Limpopo Province – Within Mopani = 2 Within Maruleng = 4	4	
<b>Total</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

**Declaration of Bidder's Past Supply Chain Management Practice****MBD.8**

- 1 This Municipal Bidding Document 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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Description	Yes	No
4.1	<p>Is the bidder or any of its directors listed on National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's websites (<a href="http://www.treasury.gov">www.treasury.gov</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Description	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court 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"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal rates and taxes or municipal charges to the municipality/municipal entity or to any 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:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....CERTIFY  
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND  
CORRECT.

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

..... Signature	..... Date
..... Position	..... Name of bidder

**Certificate of Independent Bid Determination****MBD.9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)<sup>2</sup>. Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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 Institution)

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

I certify, on behalf

of: ..... that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

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

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

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

**T 2.2.28      Amendments and Qualifications by Tenderer**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

PAGE	DESCRIPTION

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

---

**T 2.2.29      Proposed Programme**

Refer to the project specifications C 3.5.1.1 "Planning and programming" for the programme requirements.

Tenderers are required to provide a detailed project plan listing all the activities and sub activities related to the scope of work. This must be represented in a Gantt Chart (preferably MS Project) clearly indicating an indicative commencement date as well as completion date that is in line with the clients expected duration. Duration of activities must be realistic to the scope of work. Those activities that are inter-dependant must be properly reflected. Tenderers are encouraged to provide as much relevant detail as possible to reflect their knowledge and expertise with regards to the scope.

---

**T 2.2.30      Cash flow**

*Provide the projected cash flow on the project in terms of anticipated submissions of payment certificates or payment schedules to the Employer*

**T 2.2.31 Exchange rate and import content**

The tenderer must indicate below the items of import goods subject to exchange rate and the applicable rate at the time of tendering. Further sheets may be added by the tenderer

ITEM NO	DESCRIPTION OF GOODS	COUNTRY OF ORIGIN	AMOUNT SUBJECT TO EXCHANGE	EXCHANGE RATE	DATE

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

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

Tenderer .....

---

**T 2.2.32      Schedule of Previous Work (Continuation of T2.2.8)**

These forms will be used in the tender adjudication for the allocation of Functionality Points (N<sub>Q</sub>) for the relevant experience of the company. Only projects listed in these forms with the requested information from T2.2.8 will be considered for functionality points. Attachments will not be considered.

Please note that Forms T2.2.32 A-B are for previous (Roads/storm water i.e. bridges) construction experience for the Tenderer and Forms T2.2.32 C-D are for previous (Roads/storm water i.e. bridges)) experience for the joint venture partners and or Specific Goal sub-contractors.

The information provided in the following Forms T2.2.32 A to ..... (Tenderer to insert last form number) by the Tenderer is correct and verifiable:

Signed .....

Date.....

Name.....

Position.....

*Tenderer*.....

**FORM T2.2.32.A – Schedule of Previous (Roads/storm water i.e. bridges) Construction carried out by the Tenderer**

	DETAILS	DESCRIPTION
1.	<b>Project Name:</b>	
	<b>Client:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Consulting Engineers:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Total Value of Project (Incl. VAT):</b>	R
	<b>Type of Project:</b>	Roads/storm water i.e. bridges
	<b>Project size:</b>	(i) Length (km) (ii) Diameter (Ømm) (iii) Material type
	<b>Project Completion Date:</b>	Year / Month:
	<b>Total Project Scope:</b>	Brief description of entire project's scope of work:
	<b>Tenderer's Value of Work (Incl. VAT):</b>	R
	<b>Tenderer's Scope of Work:</b>	<input type="checkbox"/> Main contractor <input type="checkbox"/> Sub-contractor (tick which is relevant)
<b>Scope of Work, Please indicate if the following elements were included :</b>	<input type="checkbox"/> Excavation <input type="checkbox"/> Blasting <input type="checkbox"/> Laying (installation) <input type="checkbox"/> Earthworks <input type="checkbox"/> Backfilling <input type="checkbox"/> Sealing/ Paving <input type="checkbox"/> Testing and commissioning <input type="checkbox"/> Concrete Works <input type="checkbox"/> Pavement Layers <input type="checkbox"/> Pipe jacking <input type="checkbox"/> Welded joint and corrosion protection	

**FORM T2.2.32.B – Schedule of Previous (Roads/storm water i.e. bridges) Construction carried out by the Tenderer**

	DETAILS	DESCRIPTION
1.	<b>Project Name:</b>	
	<b>Client:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Consulting Engineers:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Total Value of Project (Incl. VAT):</b>	R
	<b>Type of Project:</b>	Roads/storm water i.e. bridges
	<b>Project size:</b>	(i) Length (km) (ii) Diameter (Ømm) (iii) Material type
	<b>Project Completion Date:</b>	Year / Month:
	<b>Total Project Scope:</b>	Brief description of entire project's scope of work:
	<b>Tenderer's Value of Work (Incl. VAT):</b>	R
	<b>Tenderer's Scope of Work:</b>	<input type="checkbox"/> Main contractor <input type="checkbox"/> Sub-contractor (tick which is relevant)
<b>Scope of Work, Please indicate if the following elements were included :</b>	<input type="checkbox"/> Excavation <input type="checkbox"/> Blasting <input type="checkbox"/> Laying (installation) <input type="checkbox"/> Earthworks <input type="checkbox"/> Backfilling <input type="checkbox"/> Sealing/ Paving <input type="checkbox"/> Testing and commissioning <input type="checkbox"/> Concrete Works <input type="checkbox"/> Pavement Layers <input type="checkbox"/> Pipe jacking <input type="checkbox"/> Welded joint and corrosion protection	

**FORM T2.2.32.C – Schedule of Previous (Roads/storm water i.e. bridges) Construction carried out by the Tenderer**

	DETAILS	DESCRIPTION
1.	<b>Project Name:</b>	
	<b>Client:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Consulting Engineers:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Total Value of Project (Incl. VAT):</b>	R
	<b>Type of Project:</b>	Roads/storm water i.e. bridges
	<b>Project size:</b>	(i) Length (km) (ii) Diameter (Ømm) (iii) Material type
	<b>Project Completion Date:</b>	Year / Month:
	<b>Total Project Scope:</b>	Brief description of entire project's scope of work:
	<b>Tenderer's Value of Work (Incl. VAT):</b>	R
	<b>Tenderer's Scope of Work:</b>	<input type="checkbox"/> Main contractor <input type="checkbox"/> Sub-contractor (tick which is relevant)
<b>Scope of Work, Please indicate if the following elements were included :</b>	<input type="checkbox"/> Excavation <input type="checkbox"/> Blasting <input type="checkbox"/> Laying (installation) <input type="checkbox"/> Earthworks <input type="checkbox"/> Backfilling <input type="checkbox"/> Sealing/ Paving <input type="checkbox"/> Testing and commissioning <input type="checkbox"/> Concrete Works <input type="checkbox"/> Pavement Layers <input type="checkbox"/> Pipe jacking <input type="checkbox"/> Welded joint and corrosion protection	

**FORM T2.2.32.D – Schedule of Previous (Roads/storm water i.e. bridges) Construction carried out by the Tenderer**

	DETAILS	DESCRIPTION
1.	<b>Project Name:</b>	
	<b>Client:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Consulting Engineers:</b>	
	- Contact Person:	
	- Contact Details:	Tel: Fax: Email: Address:
	<b>Total Value of Project (Incl. VAT):</b>	R
	<b>Type of Project:</b>	Roads/storm water i.e. bridges
	<b>Project size:</b>	(i) Length (km) (ii) Diameter (Ømm) (iii) Material type
	<b>Project Completion Date:</b>	Year / Month:
	<b>Total Project Scope:</b>	Brief description of entire project's scope of work:
	<b>Tenderer's Value of Work (Incl. VAT):</b>	R
	<b>Tenderer's Scope of Work:</b>	<input type="checkbox"/> Main contractor <input type="checkbox"/> Sub-contractor (tick which is relevant)
<b>Scope of Work, Please indicate if the following elements were included :</b>	<input type="checkbox"/> Excavation <input type="checkbox"/> Blasting <input type="checkbox"/> Laying (installation) <input type="checkbox"/> Earthworks <input type="checkbox"/> Backfilling <input type="checkbox"/> Sealing/ Paving <input type="checkbox"/> Testing and commissioning <input type="checkbox"/> Concrete Works <input type="checkbox"/> Pavement Layers <input type="checkbox"/> Pipe jacking <input type="checkbox"/> Welded joint and corrosion protection	

MBD 1

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MARULENG MUNICIPALITY
---

BID NUMBER: .....	CLOSING DATE: .....	CLOSING TIME: .....
-------------------	---------------------	---------------------

DESCRIPTION.....
------------------

.....
-------

<b>The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).</b>
--

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

**1. OR**

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....

.....

.....

.....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
--

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED
---

**(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A SPECIFIC GOAL STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A SPECIFIC GOAL STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOAL)**

**2.** ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** .....

**Department:** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person: .....

Tel: .....

Fax: .....

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- |   |  |                          |
|---|--|--------------------------|
| - | Required by:                                     | .....                    |
| - | At:  | .....                    |
|   |  | .....                    |
| - | Brand and Model                                  | .....                    |
| - | Country of Origin                                | .....                    |
|   |  | .....                    |
| - | Does the offer comply with the specification(s)? | *YES/NO                  |
| - | If not to specification, indicate deviation(s)   | .....                    |
| - | Period required for delivery                     | .....                    |
|   |  | *Delivery: Firm/Not firm |
| - | Delivery basis                                   | .....                    |

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

### PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE:** PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

-----

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY	NO.
------	----------	-------------	---------------------------	-----

\*\* ( ALL APPLICABLE TAXES INCLUDED)

-----

- Required by: .....
- At: .....
  
- Brand and model .....
- .....
- Country of origin .....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

## MBD 3.2

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**

Name of Bidder:.....

Bid Number: .....

Closing Time: .....

Closing Date .....

OFFER TO BE VALID FOR .....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R.....
-----	-----	-----	R.....
-----	-----	-----	R.....
-----	-----	-----	R.....

\*\*“all applicable taxes” includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R.....
-----	-----	-----	R.....

.....	.....	.....	R.....
.....	.....	.....	R.....

TOTAL: R.....

6.Period required for commencement with project after acceptance of bid .....

7.Estimated man-days for completion of project .....

8.Are the rates quoted firm for the full period of contract? .....\*YES/ NO.

9.If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

.....

.....

.....

.....

\*Delete if not applicable

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
- ..... **\*YES / NO**
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.
- .....
- .....
- .....
- \* Delete if not applicable
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
- 3.1 If yes, furnish particulars
- .....
- .....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion
- ..... **\*YES / NO**

- 4.1 of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
If yes, furnish particulars  
.....  
.....

### CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## T2.2.33 SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

### MBD 6.2

#### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

##### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and SPECIFIC GOAL.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

##### 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

##### 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
- The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).  
Indicate the rate(s) of exchange against the appropriate currency in the table below:

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

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

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

**IN RESPECT OF BID No.** .....  
**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

**MBD 7.1**

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

- **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - 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 goods and/or works 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. ....

DATE: .....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

1. I..... in my capacity as.....accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOAL STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1. ....

2. ....

DATE.....

**MBD 7.2**

## 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:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) 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 .....

3 .....

DATE: .....

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1 .....

2 .....

DATE: .....

## CONTRACT FORM - SALE OF GOODS/WORKS

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

### - PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
  - Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;

- 
- Pricing schedule(s);
  - Declaration of interest;
  - Declaration of Bidder's past SCM practices;
  - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

## WITNESSES

1.....

2.....

DATE:.....

**CONTRACT FORM - SALE OF GOODS/WORKS****- PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the  
purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of  
the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

## T2.2.34 CONTRACT PARTICIPATION GOALS – CONSTRUCTION

### 1. Objective

The objective of Maruleng Municipality's Specific Goal policy is to bring about meaningful transformation in the built environment construction industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Large Black Enterprises

### 2. Contract Participation Goals

Contract Participation Goal (CPG) – the value of goods, services and works paid to one or more targeted enterprise(s) exclusive of the following:

- Cost of major strategic materials such as pipes, manhole, concrete and seal / pavement sets, electrical switch gear, instrumentation, generator and gantry crane;
- All allowances, and any Value Added Tax or sales tax which the law requires the employer to pay to the contractor;

The CPG is expressed as a percentage of the contract amount. The special materials are to be defined and agreed upon prior to going out to tender.

Maruleng Municipality requires at least 30% Contract Participation Goals (CPG) of the value of goods, services and works paid to one or more targeted enterprises to comply with the 2017 Regulations pertaining to the Preferential Procurement Policy Framework Act. .

### 3. Applicability

The CPG target is applicable to all Capital Projects contracts for Contractors with a CIDB grading of 6 CE or higher in the General Building or Civil Engineering classes of works and may be achieved through any of the following mechanisms/approaches:

- Joint Venture
- Partnership
- Sub-contracting

The requirements of a contract participation goal apply only to:

- a) Construction works contracts in the General Building (GB) and to Civil Engineering [CE]classes of construction works;
- b) construction works contracts of an estimated minimum project duration of 6 months;

It is envisaged that such mechanisms/approaches will involve two or more entities, one being an established or developed enterprise (or JV) and the other(s) being one or more targeted enterprise(s). These are defined in the table below.

Intention is for skills to be transferred from the developed enterprise to the targeted enterprise hence joint ventures formed by two or more targeted enterprises are not desirable. Engaging sub-contractors will be a preferred method.

### Pre-qualification criteria for preferential procurement

Only targeted enterprise that meet one or more of the following criteria will be considered:

- a) a tenderer having a stipulated minimum SPECIFIC GOAL status level of contributor;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to-

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (vi) a cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
- (viii) an EME or QSE.

***A Tenderer that fails to meet the above pre-qualifying criteria will be disqualified.***

#### 4. Application

- The CPG ratio calculation is to be based on the Tender Value (excluding VAT, contingencies and CPA) less the cost of special materials *[indicated as such in the tender document]* to be procured by the Contractor, but including the Contractor's mark-up value of these materials.
- The distribution of the work according to the CPG ratio must be across the various levels of management, supervision, artisans and labour within the contract to ensure that a transfer of skills occurs at all these levels.

Example of CPG targets for Contractors:

Job Function / Work Package	Type of Enterprise	Maximum % Contract Value / Hours	Type of Enterprise	Minimum % Contract Value / Hours
Management	Developed	70%	Targeted	30%
Contracts Manager	Developed	70%	Targeted	30%
Site Agent	Developed	70%	Targeted	30%
Foreman	Developed	70%	Targeted	30%
Labour	Maximise use and training of LOCAL LABOUR			
<b>Overall</b>	<b>Developed</b>	<b>70%</b>	<b>Targeted</b>	<b>30%</b>

- Specific construction activities, such as haulage, excavation and the like, may be allocated in total to targeted enterprises where this will enable these enterprises to become better established in these specialized activities.
- Rates paid to targeted enterprises must be no less than those paid to a developed enterprise to undertake the same task or function.

#### 5. Reporting

For each monthly invoice submitted by the main Contractor, on a contract where the CPG target is applicable, the split between the Developed Enterprise(s) and the Targeted Enterprise(s) claim must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

#### 6. Eligibility Criteria

- For tenders where the CPG target is applicable, those that **do not** offer a minimum CPG of 30% **according to the requirements mentioned above** will be deemed **ineligible**.
- CIDB registration requirement for both main and targeted partner where applicable.
- Eligibility criteria for the Developed and Targeted enterprises shall be separated.
- The onus is on the developed enterprise to ensure that their targeted partner meets the criteria for targeted enterprises

##### Eligibility criteria for Targeted Enterprise

1. Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle

2. CIDB registration >1 (GB, CE, ME and EB)
3. SARS registration and tax clearance
4. ICIPC registration
5. Must be at least 51% Black-owned

#### Monitoring of Contractual Obligations

- Agreement between developed and target partner to be submitted within 14 days from date of award clearly providing detailed work packages to be performed by the targeted enterprise
- Payment Certificates from the targeted partner indicating work packages performed CIDB document
- Site visits
- Interviews with targeted partner's staff to cover:
  - o Confirmation that targeted partner has been paid for services rendered
  - o Confirmation of skills transfer
- Performance management

#### Penalties for not achieving the minimum CPG or finishing late

In the case where the minimum CPG value of 30% is not achieved, the Contractor will be penalized as follows:

- The CPG amount not achieved in Rands will be multiplied by a factor of 0.7. The factored amount in Rands will be deducted from the Contractor's final certificate.
- The contractor is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.

#### Annexes:

- a) Declaration by Targeted Enterprise
- b) Targeted Enterprise Company profile

### **Targeted Enterprise Declaration**

<b><u>Targeted Enterprise Details</u></b>
Company Name: _____ CIDB Registration No.: _____ Contact Person: _____ Designation of Contact Person: _____ Office No.: _____ Fax No.: _____ Cellphone No.: _____ Email: _____

<b><u>Ownership by Black People</u></b>	
<b>Name:</b> _____ <b>ID No.:</b> _____ <b>Equity Holding:</b> _____ <b>Contact No.:</b> _____	<b>Surname:</b> _____ <b>Citizenship:</b> _____ <b>Gender:</b> _____ <b>Email:</b> _____
<b>Name:</b> _____ <b>ID No.:</b> _____ <b>Equity Holding:</b> _____ <b>Contact No.:</b> _____	<b>Surname:</b> _____ <b>Citizenship:</b> _____ <b>Gender:</b> _____ <b>Email:</b> _____

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

#### **Employee Details**

Number of permanent Employees other than the owner: \_\_\_\_\_

**Name**

**Identity No.**

_____	_____
_____	_____
_____	_____

***NB: Please attached copies of letters of employment***

#### **Developed Enterprise / Main Contractor**

Company Name: \_\_\_\_\_

CIDB Registration No.: \_\_\_\_\_

#### **Project Description**

Tender No.: \_\_\_\_\_

Project Description: \_\_\_\_\_

#### **Contract Participation for Targeted Enterprise**

Total value of Contract excluding VAT, Allowances, CPA: \_\_\_\_\_

Total value of contract participation by targeted enterprise: \_\_\_\_\_

Percentage (%) contract participation by targeted enterprise: \_\_\_\_\_

**Broad description of work to be performed by the targeted enterprise:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### **Declaration by Targeted Enterprise**

I/We, the undersigned warrant that:

- If \_\_\_\_\_ (developed enterprise) is successful in being awarded the above contract, I/we will enter into a formal sub-contract agreement.

- 
- \_\_\_\_\_ (developed enterprise) does not have equity shareholding in targeted enterprise / has equity shareholding which is less than 20% in targeted enterprise  
(delete whichever is not applicable)
  - I / We are duly authorised to sign on behalf of the targeted enterprise.

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

-----

**On behalf of the Developed Enterprise:**

I, the undersigned warrant that :

I am duly authorised to sign on behalf of the Developed Enterprise.

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DOCUMENTATION SCHEDULE: Summary of Tender Stage Proposal**

Name of Targeted Enterprise / Targeted Partner (Delete that whichever is not applicable)	Category 1	COMPLETE AS APPLICABLE TO TENDERERS PROPOSAL AND ATTACH RELEVANT DOCUMENTS HERETO						Value of Participation ( R )
		Targeted Enterprise / Targeted Partner Declaration Affidavit		Letters of Undertaking		Contract with Targeted Enterprise / Targeted Partner		
		Signed and Dated	Status 3	Signed and Dated	Status 3	Signed and Dated	Status 3	

**NOTES:**

1. Insert one of the following: PC = prime contractor  
SC = subcontractor
3. Insert one of the following: SP = Contractor  
NS = not submitted  
JV = joint venture partner

**CONTRACT SCHEDULE FOR TARGETED ENTERPRISES**

<b>Name of Targeted Enterprise</b>	<b>Category <sup>1</sup></b>	<b>Targeted Enterprise SPECIFIC GOAL Status</b>	<b>Scope of contract <sup>2</sup></b>	<b>Value of contract (excluding value added tax)</b>

1. Insert one of the following:  
PC = prime contractor  
SC = subcontractor  
SP = Contractor
2. Give broad description of Service / Goods

**Summary of 30% CPG Requirements for this tender**

WORK PACKAGES IDENTIFIED TO ACHIEVE 30% CPG REQUIREMENTS	VALUE OF WORK
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
Total Value of CPG Ex. Vat and Allowances	R
Tendered Value for works as per the Pricing Schedule on the Summary Page of the Activity Schedule	R
Percentage Participation (Total SPECIFIC GOAL Value / Tendered Value * 100)	%

---

**PART C1      AGREEMENTS AND CONTRACT DATA****IMPORTANT NOTE ON C1.1:**

**ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).**

**Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.**

**Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.**

**Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.**

**A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified**

**C1.1 FORM OF OFFER AND ACCEPTANCE****A: OFFER**

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

**TENDER MLM/SCM/49/2022. RENOVATION OF TECHNICAL OFFICES.**

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data. **The offered total of the prices inclusive of Value Added Tax is:**

R ..... (In words .....),

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

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

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

**Capacity:** ..... (of ..... Signatory) .....

**Name of Tenderer:** ..... (organization) .....

Address:

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

**WITNESS:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]**

**B: ACCEPTANCE**

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

The terms of the contract are contained in

- Part C1      Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2      Pricing Data
- Part C3      Scope of Work: Works Information
- Part C4      Site Information
- Part C5      Annexures
- Part C6      Drawings

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature:** .....

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

**Capacity:** .....

**Name of Employer:** *(organization)* .....

**Address:** .....

**AS WITNESS**

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

**Date:** .....

**C: SCHEDULE OF DEVIATIONS**

**Note: This Form C must not be completed at tender stage. It will only form part of a future contract between the Employer and the successful Tenderer (now Contractor)**

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 foresaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such an agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1	Subject.....
	Details.....
	.....
	.....
2	Subject.....
	Details.....
	.....
	.....
3	Subject.....
	Details.....
	.....
	.....
4	Subject.....
	Details.....
	.....
	.....
5	Subject.....
	Details.....
	.....
	.....

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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)* .....

.....

**Witness:**

Signature: .....

Name: .....

Date: .....

**FOR THE EMPLOYER**

Signature: .....

Name: .....

Capacity: .....

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

.....

**Witness:**

Signature: .....

Name: .....

Date: .....

**D: CONFIRMATION OF RECEIPT**

**Note: This Form D must not be completed at tender stage. It will only form part of a future contract between the Employer and the successful Tenderer (now Contractor)**

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

the ..... (day) of (month) 20..... (year)

at ..... (place)

**FOR THE CONTRACTOR:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

**C1.2 CONTRACT DATA****C1.2.1 CONDITIONS OF CONTRACT****GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "GCC2015").

It is agreed that the only variations from the said Conditions of Contract are those set out hereafter under "Particular Conditions of Contract".

**PARTICULAR CONDITIONS OF CONTRACT****1. GENERAL**

These Particular Conditions of Contract (PCC) form an integral part of the Contract. They shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Particular Conditions affected hereafter are numbered "PCC" followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015, and if applicable, the heading, or (where a new condition that has no relation to the existing clauses is introduced) by a number that follows after the last Clause number in the General Conditions.

**PCC 1.1 Definitions****PCC 1.1 Definitions**

PCC 1.1.1.1 *Re-word this sub-clause as follows:*

"agreed" means agreed by the Employer, or the Employer's Agent acting on behalf of the Employer, and the Contractor.

**PCC 1.2 Interpretations**

*Add the following sub-clauses:*

PCC 1.2.1.3 Sent by facsimile or e-mail or any like communication

PCC 1.2.1.4 Posted to the addressee and delivered by Postal Authorities

PCC 1.2.1.5 Delivered by a courier

**PCC 3.3.5 Limitation on delegation of the Employer's Agent's powers**

*Add to the end of the sub-clause:*

"or Clause 10.3"

**PCC 4.4 Sub-Contracting**

PCC 4.4.1 **Insert the following after the existing wording:**

"The Contractor shall not sub-contract any Works to Sub-Contractors who are not appropriately registered and graded by the Construction Industry Development Board. Proof of registration and grading shall be submitted to the Employer's Agent prior to the award of any such work to a Sub-Contractor."

**PCC 5.1 Time Calculations**

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*Modify sub-clause 5.1.1.2 such that the entire clause 5.1.1 reads as follows:*

“5.1.1 Except where otherwise provided in the Contract, where a specific time-span is stipulated in the Contract for carrying out any task, or for the termination of any right, or the duration of any event or circumstance,

5.1.1.1 The special non-working days set out in the Contract Data that fall within the said time-span, as well as

5.1.1.2 The day on which the time-span commences  
shall be excluded from the calculation of the time-span concerned.”

#### **PCC 5.12 Extension of Time for Completion**

*Add the following to the end of sub-clause 5.12.3:*

“but shall only be granted where it is also shown that a delay has occurred to the critical path of the programme referred to in sub-clause 5.6.1 ”

#### **PCC 5.14.5.1 Consequences of Completion**

*Amend Clause 5.14.5.1 as follows:*

In the second line, replace the word “Guarantor” with the words “Contractor, who shall then be responsible for returning it to the Guarantor”

#### **PCC 6.2.1 Security**

*Amend Clause 6.2.1 as follows:*

In the fourth line, delete the word “selected” and replace it with “stated”.

#### **PCC 6.5.1.3 Basis of payment for day works**

*Amend Clause 6.5.1.3, as follows:*

Substitute the words ‘ruling plant hire rates’ with ‘ruling Construction Equipment hire rates’

#### **PCC 6.9.2 Definition of “materials”**

*Amend Clause 6.9.2, as follows:*

Substitute the word ‘plant’ with ‘Plant’

#### **PCC 6.9.3 Identification of Plant and materials**

*Add the following at the end of Sub-Clause 6.9.3:*

##### **Storage of Plant**

In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, the Contractor shall complete the standard Employer Certificate of Indemnity. In so doing the Contractor:

- (a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer;
- (b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce of such insurance to the Employer's Agent;

- (c) undertakes to deliver and install, at the site, the said Plant when required by the Employer;
- (d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and
- (e) undertakes to act in accordance with such instructions as received from the Employer, through its officers, to protect the interests of the Employer.

Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, shall be at the sole discretion of the Employer's Agent and the Employer's Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.

#### **PCC 6.10.6 Set-off and delayed payments**

*Amend Clause 6.10.6.2 as follows:*

Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'

#### **PCC 8.3.1 Excepted risks**

*Amend Clause 8.3.1.12 as follows:*

In the second line, delete the words 'Employer or any of their' and substitute with 'or any of his'.

#### **PCC 8.6 INSURANCES**

Add the following to Clause 8.6 - Insurances to be effected

The insurance cover effected by the Contractor in terms of this Clause shall not carry a first loss amount greater than those set out in the schedule below:

<u>Contract Price .....</u>	<u>The Amount of First Loss</u>
Up to and including R 100 000.00 .....	R 5 000.00
Exceeding R 100 000.00 up to and including R 500 000.00 .....	R 10 000.00
Exceeding R 500 000.00 up to and including R 1 000 000.00 .....	R 20 000.00
Exceeding R 1 000 000.00 up to and including R 2 000 000.00 .....	R 30 000.00
Exceeding R 2 000 000.00 up to and including R 4 000 000.00 .....	R 40 000.00
Exceeding R 4 000 000.00 and over .....	R 50 000.00

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Clause 8.2.1 cannot take place without the prior written approval of the Employer's Agent.

Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

(a)	Third Party Insurance (Public Liability)		
	i)	Minimum amount for any one occurrence, unlimited as to the number of occurrences for the period of the contract, inclusive of the maintenance period	R 10 000 000
	ii)	Consequential loss to be covered by policy	R 5 000 000
	iii)	Liability section of policy to be extended to cover blasting	Yes
	iv)	Maximum excess per claim or series of claims arising out of one occurrence	R 15 000
(b)	Joint Insured/Cross Liability Clause		
	i)	Contract Works and Public Liability Policy taken out by the Contractor shall be in the joint names of the Contractor and the Employer	
	iii)	Third Party/Public Liability section of Policy shall include cross liability clause	

#### PCC 8.6.2 Liability of Deductibles

*Add the following paragraphs to this sub-clause:*

“Provided that the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of sub-clause 8.4”

#### PCC 8.6.8 Manufacturing and/or fabrication at premises other than the Site

*Add the following new sub-clause 8.6.8:*

“Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.”

#### PCC 5.12.2.2 Rain Delays

The number of days per month on which work is expected not to be possible as a result of normal rainfall for which the Contractor shall make provision, is given in the table below. In his tendered rates and programme, the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions per month exceeding the number of days listed in the table will qualify for consideration of extension time.

During the execution of the works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- If no work was possible on the relevant working day on any item which is on the critical path according to the latest approval construction programme : or
- if at least 50% of the work force and plant on site could not work during the specific working day

An extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of

days allowed for as in the table below, which could result in a negative figure for certain months.

The extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

MONTH	Expected number of working days lost as result of normal rainfall	Average Monthly rainfall (mm)
January	*4	161
February	4	147
March	3	102
April	2	87
May	1	52
June	1	38
July	2	102
August	1	32
September	3	93
October	4	114
November	5	165
December	*2	126
TOTAL	32 days	1 218

*(Based on information obtained from the Weather Bureau Department of Environment Affairs, Pretoria. The average monthly rainfall quoted for Standerton weather station; the number of working days lost for December and January has been adjusted pro-rata to allow for the SAFCEC shut-down from 16 December to 5 January.)*

**C1.2.2 CONTRACT DATA****PART 1: DATA PROVIDED BY THE EMPLOYER****CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

<b>COMPULSORY DATA</b>	
<b>GCC Ref. Clause No.</b>	
1.1.1.15	<b>Name of Employer: Maruleng Municipality</b>
1.2.1.2	<b>Address of Employer:</b>  Physical: 65 Springbok Street                      Postal: P O Box 627 Hoedspruit    Hoedspruit 1380    1380  Telephone No: (015) 793 2237                      Fax No: (015) 793 2341
1.1.1.13	<b>The Defects Liability Period</b> is 12 months
1.1.1.26/ 6.7.1	The Pricing Strategy of a re-measurement contract shall apply (Refer to Clauses 1.1.1.27 and 6.7.1)
5.3	<b>Commencement of Works</b>
5.3.1	The documentation required before commencement with Works execution are:  Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 28 days
5.5.1/ 1.1.1.14	<b>Time for Practical Completion</b> The time for achieving Practical Completion is twelve months which shall include all non-working and special non-working days.
5.8.1 & 5.1.1.1	<b>Non-working times and special non-working days</b> The non-working days are Sundays.  The special non-working days are: (1) Statutory public holidays as declared by the National Government, including: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill  The year-end break commencing at the close of business on 15 December and ending with the start of business on the 1 <sup>st</sup> working day after 1 January of the next

	year, which commences after the Commencement Date and before the Completion Date
5.13.1	<b>Penalty for Delay</b> The penalty for failing to complete the Works by the Due Completion Date shall be R7 500-00 (exclusive of VAT) per calendar day.
5.16.3	<b>Latent Defect Period</b> The latent defect period is ten (10) years
6.2.1	<b>Security</b> The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works.  The liability of the Guarantee shall be up to the issue of the Certificate of Completion, when the Guarantee shall be returned to the Contractor.
6.2.3	<b>Expiry Date</b> The Expiry Date shall be the date of issue of the Certificate of Completion.
6.5	<b>Daywork</b>
6.5.1.2.3	The percentage allowances to cover overhead charges for daywork which has not been included in the Daywork Schedule, are as follows: 50% of the gross remuneration of workmen and foremen actually engaged in the daywork; 15% on the net cost of materials actually used No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.
6.8	<b>Adjustment in rates and/prices</b>
6.8.2	<b>Contract Price Adjustment Factor</b> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:  The value of "x" is 0.1.  The values of the coefficients are: a = 0.30 (Labour) b = 0.15 (Construction Equipment) c = 0.50 (Material) d = 0.05 (Fuel – Wholesale coast)  "L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for the urban area nearest to the Site, as stated in the Contract Data, and as published in the Statistical News Release P0141 Additional Tables: Table A "CPI – all items, according to area" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer.  "P" is the "Construction Equipment Index" and shall be the Producer Price Index (PPI) applicable to <i>Civil engineering plant</i> and as published in the Statistical Release P0151, Table 4 – "Producer Price Index for selected materials" of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer.  "M" is the "Materials Index" and shall be the Producer Price Index (PPI) applicable to the <i>Civil engineering</i> industry and as published in the Statistical Release P0151,

	<p>Table 3 – “Producer Price Index for materials used in certain industries” of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer.</p> <p>"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for <i>Diesel at wholesale level</i> for the Coast and as published in the Statistical News Release P0151, Table 4 – “Producer Price Index for materials used in certain industries” of Statistics South Africa, or as otherwise amended after the Commencement Date by Statistics South Africa to another suitable equivalent index to be applied to the contract and which takes effect on a specific date, subject to written agreement between the Contractor and Employer.”</p> <p>The base month is the month prior to the closing date of the tender.</p> <p>The urban area nearest the site is Standerton</p>
6.8.3	<p>Variation in cost of special materials</p> <p>Price adjustments for variations in the costs of special materials are <u>not allowed</u></p>
6.10	<b>Payments</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80%.
6.10.3	<p><b>Retention Money</b></p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 5% of the Contract Sum</p> <p><b>A guarantee in lieu of “retention money” is not permitted.</b></p>
8.6.1	<p><b>Insurances (8.6.1.2; 8.6.1.3; 8.6.1.4)</b></p> <p>Refer to Particular Condition of Contract PCC 8.6 Insurances</p>
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil
8.6.1.1.3	Refer to Particular Condition of Contract PCC 8.6 Insurances
8.6.1.3	Refer to Particular Condition of Contract PCC 8.6 Insurances
10.5	<p><b>Adjudication</b></p> <p>The Adjudication Board shall be selected and appointed in terms of the CIDB Best Practice Guidelines #C3, with special reference to its Annexure 1 (Agreement as in C1.3.3 hereafter).</p>
10.5.3	The number of Adjudication Board Members to be appointed is one (1)
10.7.1	<p><b>Arbitration</b></p> <p>If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration.</p>
<b>OPTIONAL DATA</b>	
3.2.3	<p><b>Specific approval of the Employer required</b></p> <p>The Employer’s Agent is required to obtain the specific approval of the Employer for the following:</p> <ol style="list-style-type: none"> <li>(1) Significant changes to the Specifications related to Plant and materials which may have an impact on the operation and maintenance of the Works.</li> <li>(2) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3.</li> <li>(3) The reduction of a penalty for delay in terms of Clause 5.13.2.</li> </ol>

	<p>(4) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.</p> <p>(5) The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1.</p> <p>(6) Authorizing the Contractor to repair and make good damage caused by excepted risks in terms of Clause 8.2.2.2.</p> <p>(7) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1.</p> <p>(8) Any expenditure beyond approved Contract Sum.</p>
5.4	<b>Access to the Site</b>
5.4.2	<p>The access and possession of the Site shall not be exclusive to the Contractor but shall be limited as follows:</p> <ul style="list-style-type: none"> <li>Where the road traverses rural areas, the general public will need to make use of the roads and other public and private facilities. The contractor will need to ensure that the public has unimpeded access to these facilities.</li> </ul>

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

GCC REF. CLAUSE No	
1.1.1.9	<b>Name of Contractor:</b> .....
1.2.1.2	<b>Address of Contractor:</b>  Physical: ..... Postal: ..... ..... .....  Telephone No: ..... Fax No: ..... E-mail: .....
6.2.1	<b>Security</b> The security to be provided by the Contractor shall be as stated in Part 1: Data provided by the Employer in sub-clause 6.2.1.

## **C1.3 FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

**C1.3.1 PERFORMANCE GUARANTEE****PRO FORMA**

For use with General Conditions of Contract for Construction Works, Second Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: Maruleng Municipality

"Contractor" means: .....

"Employer's Agent" means: KIPP Consulting Engineers North Pty Ltd

"Works" means: The construction of Oak low level bridge

"Site" means: The FINALE Village

"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: Date of issue of the Certificate of Completion of the Works

**CONTRACT DETAILS**

The Employer's 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 date of issue by the Engineer of the Certificate of Completion of the Works. The Engineer 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 surety ship;
  - 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 Engineer in an Interim or Final Payment Certificate has not been made

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

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**C1.3.2: NON DISCLOSURE UNDERTAKING****DISCLOSURE OF INFORMATION****AGREEMENT**

Throughout this TENDER process and thereafter, prospective service providers must secure from Employer written approval PRIOR to the release of any information that pertains to the potential work or activities covered by this TENDER or the subsequent process. Failure to adhere to this requirement may result in disqualification from the TENDER process or civil action.

The Employer will keep responses confidential until a contract is awarded or the process is terminated. At that time, TENDER documents and related documents may be made available for inspection at the Employer's discretion, except for material that is proprietary or confidential. The Employer will not disclose or make public any pages of a response, which the vendor has marked "proprietary" or Confidential.

We acknowledge that TENDERING process is subject to the above mention none disclosure Clause together with the Employer policies and procedures with regard to non-disclosure.

We further acknowledge that competitiveness is a requirement of your process and that collusive tendering is prohibited by law. We confirm that we have not engaged in price fixing with any other tenderer or person, or in any way colluded with any other tenderer or person in connection with this TENDER.

For and on behalf of

Name of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

Authority: \_\_\_\_\_

**C1.3.3: PROFORMA DISCLOSURE STATEMENT**

General Conditions of Contract for Construction Works, Third Edition, 2015

**PRO FORMA**

Date: .....

Contract: .....

Contractor: .....

Employer: .....

Employer's Agent: .....

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project. I do not have any financial interest in this project.

I am not currently employed by the Contractor, Employer or Employer's Agent.

I do not have any financial connections with the Contractor, Employer or Employer's Agent.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

**C1.3.4 DISPUTE ADJUDICATION AGREEMENT****PRO FORMA**

*[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]*

This Agreement is entered into between:

Name : .....  
 Physical address : .....  
 Postal address : .....  
 E-mail address : .....  
 Fax number : .....  
 Telephone number : .....  
 Mobile number : .....

Contractor:

Name : .....  
 Physical address : .....  
 Postal address : .....  
 E-mail address : .....  
 Fax number : .....  
 Telephone number : .....  
 Mobile number : .....

Employer:

Name : .....  
 Physical address : .....  
 Postal address : .....  
 E-mail address : .....  
 Fax number : .....  
 Telephone number : .....  
 Mobile number : .....

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for RENOVATION OF TECHNICAL OFFICES which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to (ad-hoc adjudication/standing adjudication).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.

3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract.  
No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
  - a. A monthly retainer of (amount) for (number) of months, and/or
  - b. A daily fee of (amount) based on a (number) hour day, and/or
  - c. A hourly fee of (amount), and/or
  - d. A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (Contractor/Employer\*) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3 % points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: .....

Contractor's name: .....

Place: ..... Date: .....

Employer's signature: .....

Employer's name: .....

Place: ..... Date: .....

GT

Adjudication Board Member's Signature: .....

Adjudication Board Member's name: .....

Place: ..... Date: .....

*\* Delete the inapplicable party*

**C1.3.5 DECLARATION OF INSURANCES**

*I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.*

Cover effected	Clause	Insurer	Policy	Expiry date
Construction Equipment				
Provisions of the COID Act				
Common Law Liability				
Motor Vehicle Liability				
Other deemed necessary				
Professional Indemnity	as applicable			

Copies of the abovementioned policies are attached

**NOTE :** *In respect of COID, a copy of the current receipt and letter of good standing is attached*

For and on behalf of the Contractor : .....

Official Capacity : .....

Date : .....

**NOTE :** This schedule shall be completed and submitted to Maruleng Municipality within 14 days from the Commencement Date of the contract and will serve as a condition precedent. The Contractor shall ensure that all policies are in place for the full period under contract, and where policies need to be renewed and/or any changes effected, Maruleng Municipality is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

**C1.3.6 OHS ACT AGREEMENT**

WHEREAS MARULENG MUNICIPALITY UNDER CONTRACT NO. **MLM/SCM/6/2025 RENOVATION OF TECHNICAL OFFICES**

AND WHEREAS THE CONTRACTOR .....

**HAS AGREED TO REGULATE AS PROVIDED FOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993, ("THE ACT") PROCEDURES AND ARRANGEMENTS AS REQUIRED BY THE ACT FOR THE EXECUTION OF THE WORK:**

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1 The Contractor warrants that all his and his Sub-contractors' workmen are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, which cover shall remain in force whilst any such workmen is present on Maruleng Municipality premises.
- 2 The Contractor undertakes to ensure that he and/or his Sub-contractors and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:
  - 2.1 All work performed on Maruleng Municipality premises must be performed under the close supervision of the Contractor's employees who are trained to understand the hazards associated with any work that the Contractor performs on the stated premises.
  - 2.2 The Contractor shall assume the responsibility in terms of Section 16(1) of the Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to Maruleng Municipality.
  - 2.3 The Contractor shall ensure that he familiarizes himself with all the requirements of the act, and that he, his employees and any Sub-contractor comply with them.
  - 2.4 The Contractor shall appoint competent employees who shall be trained on any occupational health and safety aspect pertinent to them or to the work that is to be performed.
  - 2.5 Discipline regarding occupational health and safety shall be strictly enforced.
  - 2.6 Personal protective equipment shall be issued as required and worn at all material times.
  - 2.7 Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
  - 2.8 No unsafe equipment/machinery and/or articles shall be used on the site.
  - 2.9 All incidents referred to in Section 24 of the Act shall be reported by the Contractor to the Department of Labour as well as to Maruleng Municipality. Maruleng Municipality shall further be provided with copies of any written documentation relating to any incident.
  - 2.10 Maruleng Municipality hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a Contractor and/or his employees and/or his Subcontractor.
  - 2.11 No use shall be made of any Maruleng Municipality machinery/article/substance/personal protective equipment without written approval.
  - 2.12 Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.

- 2.13 No alcohol or other intoxicating substance shall be allowed on the site. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the site.
- 2.14 Full participation shall be given if and when Maruleng Municipality employees inquire into Occupational Health and Safety issues.
- 2.15 The Contractor expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.
- 3 The Contractor confirms that he will report to the Employer's Agent anything that he deems to be unhealthy and/or unsafe, and that he has versed his employees and/or Subcontractor in this regard.
- 4 The Contractor warrants that he shall not endanger the health and safety of Maruleng Municipality employees in any way whilst performing any work on the site.
- 5 The Contractor confirms that he will acknowledge and adhere to Maruleng Municipality Environmental Management requirements, as well as co-operate in the following areas :
- 5.1 Full compliance with existing approved standards for performing work, for example, SABS and Maruleng Municipality site written safe working procedures.
- 5.2 The Contractor agrees to comply with emergency response procedures.

SIGNED BY MARULENG MUNICIPALITY:

.....  
(Section 16(2) assignee)

DATE:

.....

SIGNED BY CONTRACTOR OR  
HIS AUTHORISED  
REPRESENTATIVE

.....

DATE:

.....

**C1.3.7 BLASTING INDEMNITY**CONTRACT NO: **MLM/SCM/6/2025 RENOVATION OF TECHNICAL OFFICES**

Given by .....

\*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 the Contractor's ..... duly authorized.

Hereto by a resolution of the Contractor dated..... a certified copy of which resolution is attached to this indemnity.

WHEREAS the Contractor has entered into a Contract with Maruleng Municipality (hereinafter called the Company) for, ..... and the Company required this Indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at: .....

on the ..... day of ..... 20..... in the presence of the subscribing witnesses.

**AS WITNESSES**

1. ....  
SIGNATURE DESIGNATION OF SIGNATORY

2. ....  
SIGNATURE DESIGNATION OF SIGNATORY

\* Delete where not applicable

**C1.4 OCCUPATIONAL HEALTH AND SAFETY****C1.4.1 Baseline Risk Assessment**

A Baseline Risk Assessment has been done by the Employer as indicated in Table C1.4.1 below, and the specification shown below follows therefrom.

*Note to Compiler: A baseline risk assessment as per the 2014 Construction Regulations is to be inserted here as Table C1.4.1. Alternatively, it should be included as a Particular Specification in Section C.3*

**C1.4.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION****GENERAL NOTIFICATION**

This document forms an integral part of the **Contract Specification** and, in particular, shall be a part of the **HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PROGRAMME FOR CONSTRUCTION WORK**. The Contract Specification is contained in Volume 2 of the contract documents in **Part C3: Scope of Work**.

*Note to Compiler: A Health and Safety specification as per the 2014 construction regulations is to be inserted below. Alternatively, it should be included as a Particular Specification in Section C.3*

## **C2: PRICING DATA**

## C2.1 PRICING INSTRUCTIONS

- 1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work/ Colto. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General/Colto*
- 2 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:
 

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kℓ	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No	=	number
pr	=	pair
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
- 3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 4 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 5 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
- 6 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- 7 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

- 8 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 9 Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
- 10 The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 11 Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications/Colto.
- 12 The Tenderer shall enter a rate or lump sum for each item in the Schedule of Quantities in BLACK INK.
- 13 The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 14 All prices and rates entered in the Bill of Quantities must be excluding VAT. VAT will be added last on the summary page of the Bill of Quantities.
- 15 Note:

**CORRECTION OF ENTRIES MADE BY TENDERER**

Any entry made by the Tenderer in the Bill of Quantities, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

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**C2.2 BILL OF QUANTITIES**

*Note to Compiler: Compiler to prepare Bills of Quantities and Summary Page and insert it below.*