



## MOHOKARE LOCAL MUNICIPALITY

**BID NUMBER : SCM/MOH/01/2023**

**ZASTRON/MATLAKENG: THE CONSTRUCTION OF A  
SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN  
(MIS: 422896)**

**TENDER DOCUMENT**

**VOLUME 1**

March 2023



**Prepared by:**  
Proper Consulting Engineers (Pty) Ltd  
Bloemfontein

NAME OF TENDERER	:	_____
TELEPHONE NO	:	_____
FAX NO	:	_____
TENDER AMOUNT	:	_____
TIME OF COMPLETION	:	_____ (Weeks)

**TENDER CLOSES ON 19 APRIL 2023  
AT 14h00**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# MOHOKARE LOCAL MUNICIPALITY

**BID NUMBER : SCM/MOH/01/2023**

**ZASTRON/MATLAKENG: THE CONSTRUCTION OF A  
SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN  
(MIS: 422896)**

## **THE TENDER: PART T1** **PART 1 (OF 2): TENDERING PROCEDURES**

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<b>T1.1</b>	<b>Tender Notice and Invitation to Tender</b>
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER INVITATION

Bid Number	Description	Evaluation Criteria	Tender Grading	Tender Amount (Non-Refundable)	Compulsory Briefing Session	Contact person (Technicals)	Contact person (SCM)	Closing date and time
SCM/MOH/01/2023	<b>Re-Advert Zastron/Mid along</b> The construction of a sewer network in Refengkhoto for 900 erven (MIS: 422896)	8000 <b>Functionality</b> details in the document	Contractor SCE FE / SCE or higher	R 1000.00	17 March 2023 Zastron Town Hall 10H00	Mr. S. Shumane Manager: PMU 074 055 3384 mohokarepmu@gmail.com	Mr. P. Lesepheho Accountant: SCM 061 267 1582 pala@mohokare.gov.za	19 April 2023 Zastron Town Hall 14:00
SCM/MOH/01/2023	<b>Re-Advert</b> Southfield/old abate. The construction of 1km sewer road with cul-de-sacs under in Grace Field Phase 1 (MIS: 422896)	8000 <b>Functionality</b> details in the document	Contractor SCE or higher	R 1000.00	17 March 2023 Southfield Town Hall 13H00	Mr. S. Shumane Manager: PMU 074 055 3384 mohokarepmu@gmail.com	Mr. P. Lesepheho Accountant: SCM 061 267 1582 pala@mohokare.gov.za	19 April 2023 Zastron Town Hall 14:00
SCM/MOH/01/2023	Proposal for municipal insurance for a period of 3 years	8000 <b>Functionality</b> details in the document	N/A	R500.00	20 March 2023 Zastron Town Hall 10H00	Mr. L. Yabo Acting Accountant: Assets 074 995 0024 yabo@mohokare.gov.za	Mr. P. Lesepheho Accountant: SCM 061 267 1582 pala@mohokare.gov.za	11 April 2023 Zastron Town Hall 14:00
SCM/MOH/01/2023	Provision for a Fiscal of Travel Agency Services for period of 3 Years	8000 <b>Functionality</b> details in the document	N/A	R500.00	20 March 2023 Zastron Town Hall 11H00	Mr. T. Lebesa Demand and Acquisition Officer 064 473 2549 lebesa@mohokare.gov.za	Mr. P. Lesepheho Accountant: SCM 061 267 1582 pala@mohokare.gov.za	11 April 2023 Zastron Town Hall 14:00

ALL BID DOCUMENTS TO BE COLLECTED AT THE MUNICIPALITY OFFICE, ZASTRON, MOHOKARE LOCAL MUNICIPALITY, ZASTRON OFFICES  
1 Harold Street  
Zastron  
9950

Contractor:  Witness 1:  Witness 2:  Employer:  Witness 1:  Witness 2:

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**MINIMUM REQUIREMENTS:**

1. All original tax clearance certificates must be attached.
2. In the case of JV, all tax clearance certificates of all parties must be attached.
3. Certified copies of Company Registration of Certificate of Incorporation, Memorandum of Incorporation, and all other documents relating to the JV must be attached, except for sole traders and partnerships.
4. In the case of a JV, certified copies of Company Registration Certificate and all other documents and identity numbers of active shareholders of all parties must be attached.
5. In case of a JV, a copy of a JV agreement.
6. Municipal rates and taxes certificates not older than 90 days or a lease agreement showing who is liable for municipal rates and taxes certificates not older than 90 days.
7. In the case of a JV, municipal rates and taxes certificates not older than 90 days or a lease agreement showing who is liable for municipal rates between the lessor or lessee (if the lessee is municipal rates and taxes certificates not older than 90 days).
8. All suppliers/contractors/consultants must be registered in the National Treasury Centralised Supplier Database (CSD) before closure date.
9. All tenders must be registered in the suppliers' National Treasury Centralised Supplier Database (CSD) before closure date.
10. Other requirements are listed in the tender documents.

**PLEASE NOTE**

1. Section 217 of the Constitution of the Republic of South Africa requires an organ of state in contract for goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.
2. No body will be accepted from a person who is in the service of the state.
3. The following shall not be considered – (i) Tenders received after the closing date and time determined here-in. (ii) Tenders of which the envelopes have not been duly marked for identification. (iii) Telegraphic, faxed and telephone tenders or those completed in pencil.
4. The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or proposals from multiple bidders OR the Municipality does not bind itself to accept the lowest or any tender and it reserves the right to accept any tender wholly or partially.
5. **Municipal Supply Chain Management Policy and Preferential Procurement Framework, Act no 5 of 2000 and Preferential Procurement Regulations of 2002 will be applied (A tenderer failing to submit proof of required evidence to claim preferences for specified goods, which is in line with section 2 (1) (d) (ii) of the Act, will forfeit points)**
6. Bids or proposals that are awarded, non-responsive in terms of 21 (d) (ii) of the Municipal Supply Chain Management Policy will be disqualified at the opening.
7. In the case where the bid validity period is not indicated in the bid document the bid validity period shall be 120 days from the closing date of the bid. The municipality will only communicate the outcome of the bid with the successful bidder.

**ADDITIONAL NOTES:**

All bids should be deposited in the tender box at the Mohokare Local Offices, Hoofd Street, Zastron by not later than 14:00 of the closing date stated above. The envelope must be CLEARLY MARKED FOR IDENTIFICATION, SCM number, respectively and Advert description as stated above. Tenderers listed in the National Treasury's Register of Defaulters will be automatically disqualified.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in CIDB Board Notice 423 of 2019 as published in Government Gazette No 42622 of 08 August 2019 and as amended and supplemented by the Tender Data in this Section T1.2. The complete extract originally-published page numbers "16" to "28" is bound into Section T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2022 published in Government Gazette No 47452 dated 04 November 2022.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
C 1.1	The employer is MOHOKARE LOCAL MUNICIPALITY.
C 1.2	The tender documents issued by the employer comprise two volumes, which consist of the following:  <b>VOLUME 1</b> <b>Part T1                      Tendering procedures</b> Section T1.1              Tender Notice and Invitation to Tender Section T1.2              Tender Data Section T1.3              Standard Conditions of Tender <b>Part T2                      Returnable documents</b> Section T2.1              Returnable Documents Section T2.2              Returnable Schedules and forms <b>Part C1                      Agreements and contract data</b> Section C1.1              Forms of Offer and Acceptance Section C1.2              Contract Data Section C1.3              Form of Guarantee: Institution Section C1.4              Occupational Health and Safety Agreement <b>Part C2                      Pricing Data</b> Section C2.1              Pricing Instructions Section C2.2              Bill of Quantities  <b>VOLUME 2</b> <b>Part C3                      Scope of work</b> Section C3.1              Description of the Works Section C3.2              Engineering Section C3.3              Procurement Section C3.4              Construction Section C3.5              Management Section C3.6              Health and Safety Requirements and Procedures Section C3.7              HIV/AIDS awareness <b>Part C4                      Site Information</b> Section C4.1              Drawings <b>Part C5                      Annexures</b> Section C5.1              Health & Safety Specification Section C5.2              Environmental Management Plan (EMP) Section C5.3              EPWP Reporting Section C5.4              HIV/AIDS Specification for Civil Contracts

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
C.1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
C.1.4	The Employer's agent is: Proper Consulting Engineers (Pty) Ltd PO Box 26 415 Langenhovenpark 9330  Tel No : 051 451 1721  E-mail : <a href="mailto:paul@propercon.co.za">paul@propercon.co.za</a> , alternatively <a href="mailto:fanie@propercon.co.za">fanie@propercon.co.za</a> Contact person: Mr. P. Mei, alternatively Mr. F. Coetzer
C 2.1	Only those tenderers who are registered with the CIDB, prior to the evaluation of submissions, in 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 CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a <b>5 CE PE / 6 CE or higher CIDB rating</b> .  Joint Ventures are eligible to submit tenders provided that: (a) Every member of the joint venture is registered with the CIDB; (b) The lead partner has a contractor grading designation of <b>5 CE PE / 6 CE or higher</b> ; and (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.  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.
C 2.2	Add the following to the clause: A non-refundable fee (cash or bank guaranteed in favor of the Local Municipality) of <b>R 1 000.00</b> is payable in cash on collection of the tender documents.  Accept that the employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
C 2.7	A <b>compulsory</b> clarification meeting and site visit will be held as follows: Refer to <u>Tender Notice and Invitation to tender</u> in Section T1.1 of the document. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
C 2.8	Replace the contents of the clause with the following: Request clarification of the tender documents, if necessary, by notifying the Employer's agent, as indicated below, at least ten working days before the closing date and time stated in clause 2.15.1. Tel: 051 – 451 1721 E-mail : <a href="mailto:paul@propercon.co.za">paul@propercon.co.za</a> , alternatively <a href="mailto:fanie@propercon.co.za">fanie@propercon.co.za</a> Contact person: Mr. P. Mei, alternatively Mr. F. Coetzer
C 2.10.5	Add the following new clause: A digital copy of the bill of quantities can be requested from the Employer's agent, as indicated in clause 2.8.
C 2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
C 2.12.1	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
C 2.12.2	Should the tenderer wish to offer alternative designs and/or construction materials, he shall include with this tender with full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Employer's agent to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
C 2.13.1	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
C 2.13.2	<p>Add the following to the clause:</p> <p>In line 1 after the word "all returnable documents", add, "and return all volumes of the tender document".</p> <p>In line 2 after the word "non-erasable", insert, "black ink".</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
C 2.13.3	No additional copies of the tender offer are required.
C 2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
C 2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : <b>MOHOKARE LOCAL MUNICIPALITY</b></p> <p>Physical address : <b>TENDER BOX 20 HOOFD STREET ZASTRON 9950</b></p> <p>Identification details: <b>BID NO. SCM/MOH/01/2023 THE CONSTRUCTION OF A SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN (MIS: 422896)</b></p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
C 2.13.6	A two-envelope procedure will <u>not</u> be followed.
C 2.13.10	<p>Add the following new clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
C 2.14	<p>Add the following to the clause:</p> <p>The tenderer is required to enter information in the following sections of the document:</p> <p>VOLUME 1 : CHECKLIST</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Forms of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Tender Offer.</p> <p>The Tenderer is required to submit the documents requested in the <b>Returnable Documents</b> listed in clause 2.23 and in the minimum requirements listed in the Tender Advert under Section T1.1.</p> <p>The Schedule of Deviations (Section C1.1) (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Employer's agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely and with satisfactory quality.</p>
C 2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p><b>Date : 19 APRIL 2023</b></p> <p><b>Time : 14H00</b></p> <p><b>Location : MOHOKARE LOCAL MUNICIPALITY, TENDER BOX 20 HOOFD STREET, ZASTRON, 9950</b></p>
C 2.16.1	<p>The tender offer validity period is <b>90</b> days.</p>
C 2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
C 2.16.3	<p>Add the following to the clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
C 2.17.1	<p>Add the following to the clause:</p> <p>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 or re-balancing of imbalanced rates, by the adjustment of certain rates or item prices (or both).</p> <p>No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender		
C 2.17.2	<p>Add the following to the clause:</p> <p>Accept that the Employer may, at its sole discretion, accept a less favorable tender from those already received or invite fresh tenders if 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;                      b) gives notice of his inability to execute the contract in terms of his tender; or                      c) fails to comply with a request made in terms of C.2.17 or C.2.18.1,</p> <p>in which case such tenderer shall be automatically 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>		
C 2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1) (d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>		
C.2.20	<p>Add the following to the clause:</p> <p>Accept that the employer, or the employer's agent, reserves the right to approach the tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the tenderer or of the individual member of such venture.</p>		
C.2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.		
C.2.23	<p>The following certificates / information are to be provided with the tender offer:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">T2.1 : 1</td> <td>Letter of Good Standing</td> </tr> </table>	T2.1 : 1	Letter of Good Standing
T2.1 : 1	Letter of Good Standing		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
T2.1 : 2	Authority of Signatory
T2.1 : 3	Valid Tax Clearance Certificate ( <i>Pin Confirmation Letter</i> )
T2.1 : 4	Certified copy of VAT Registration Certificate ( <i>If VAT Registration number is not indicated on Tax Clearance Certificate</i> )
T2.1 : 5	Proof of Registration with Central Supplier Database CSD ( <i>CSD Registration Summary Report</i> )
T2.1 : 6	Certified copy of Certificate of Incorporation ( <i>if tenderer is a <b>Company</b></i> )
T2.1 : 7	Certified copy of Founding Statement ( <i>if tenderer is a <b>Closed Corporation</b></i> )
T2.1 : 8	Certified copy of Partnership Agreement ( <i>if tenderer is a <b>Partnership</b></i> )
T2.1 : 9	Certified copy of Identity Document ( <i>if tenderer is a <b>One-man concern</b></i> )
T2.1 : 10	Joint venture agreement ( <i>if the tenderer is a <b>joint venture</b></i> )
T2.1 : 11	Contractor Registration Certificate issued by the CIDB
T2.1 : 12	Copy of Municipal Services account of the directors of the company AND that of the company ( <i>not older than 3 months</i> ), or lease agreement in respect of rentals or Tribal Authority letter as proof of residence ( <i>where the business operates</i> ).
T2.1 : 13	Certificate of Tenderer's Certified B-BBEE Status Level ( <i>In the event of a JV, a consolidated B-BBBEE Certificate is required</i> )
T2.1 : 14	Copy of Company Profile & Proposal (Approach Paper)
T2.1 : 15	Certified copies of CV's of all supervisory and safety personnel
T2.1 : 16	Appointment Letters and Completion Certificates for contracts of works of a similar nature, successfully completed
T2.1 : 17	Construction Schedule ( <i>First Programme</i> )
T2.1 : 18	Three sets of Audited Annual Financial Statements
T2.1 : 19	Proof of plant ownership or letter from plant hire company
C.3.1	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender data and notify all Tenderers who drew procurement documents.
C.3.4	The time and location for opening of the tender offers is: <b>Date : 19 APRIL 2023</b> <b>Time : 14H00</b> <b>Location : MOHOKARE LOCAL MUNICIPALITY, TENDER BOX 20 HOOFD STREET, ZASTRON, 9950</b>
C.3.5	A two-envelope procedure will not be followed.
C.3.8.3	Add the following Sub-clause to Clause 3.8: The <b>functionality</b> will be scored according to the following criteria:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender		
	<b>No.</b>	<b>Criteria</b>	<b>Total Weights</b>
	1.	Experience of the tenderer	40 point(s)
	2.	Experience of key personnel	20 point(s)
	3.	Locality	15 point(s)
	4.	Plant Resources	15 point(s)
	5.	Bank Rating	10 point(s)
	<b>1. Experience of the tenderer (40 points)</b>		
	The experience of the tenderer as a company (as opposed to key personnel) in the construction of similar type of projects completed as a main contractor for municipalities and other organs of state. The scoring of the tenderer's experience will be as follows:		
	1.1. Amount of similar types (in size and value) of projects successfully completed: <i>(20 Points)</i>		
	<b>Amount of Projects successfully completed</b>		<b>Weight</b>
	Less than 3 projects		0 point(s)
	3 projects		10 point(s)
	4 projects		14 point(s)
	5 or more projects		20 point(s)
	1.2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1.1: <i>(20 Points)</i>		
	<b>Highest project value</b>		<b>Weight</b>
	Below R3 Million		0 point(s)
	R 3 Million to below R 5 Million		10 point(s)
	R 5 Million to below R 10 Million		14 point(s)
	R 10 Million and above		20 point(s)
	Copies of Appointment Letters and Completion Certificates with traceable references to be attached as proof under T2.1:16: APPOINTMENT LETTERS AND COMPLETION CERTIFICATES FOR CONTRACTS OF WORKS OF A SIMILAR NATURE, SUCCESSFULLY COMPLETED		
	Returnable Schedule T2.2:3: WORKS PREVIOUSLY EXECUTED should be completed by the Tenderer.		
	Should the Tenderer fail to provide proof and / or complete schedules, it will result in the Tenderer not scoring any points for these items.		
	<b>2. Experience of key personnel (20 points)</b>		
	The experience of the key personnel who will be responsible for the management of the physical construction processes and the coordination, administration and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view: Experience and Qualifications. The scoring of the experience of key person staff will be as follows:		
	2.1. Construction Manager (Site Agent) <i>(10 Points)</i>		
	<b>Experience</b>		<b>Weight</b>
	Below 5 years		0 point(s)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender	
	5 to below 7 years	3 point(s)
	7 to below 10 years	4 point(s)
	10 years and above	5 point(s)
	<b>Qualifications</b>	<b>Weight</b>
	No Qualification	0 point(s)
	Diploma in Civil Engineering	3 point(s)
	Degree or B Tech in Civil Engineering	5 point(s)
2.2. Construction Foreman / Supervisor (6 Points)		
	<b>Experience</b>	<b>Weight</b>
	Below 5 years	0 point(s)
	5 years and above	3 point(s)
	<b>Qualifications</b>	<b>Weight</b>
	No Qualification	0 point(s)
	Diploma, Btech or degree in Civil Engineering	3 point(s)
2.3. Health and Safety Officer (4 Points)		
	<b>Experience</b>	<b>Weight</b>
	Below 5 years	0 point(s)
	5 years and above	2 point(s)
	<b>Qualifications</b>	<b>Weight</b>
	No Qualification	0 point(s)
	SAMTRAC or Equivalent degree/ diploma	2 point(s)
<p>Tenderers are required to provide copies of curriculum vitae of all proposed supervisory and safety personnel as proof under Returnable Documents - T2.1: 15: CERTIFIED COPIES OF CV'S OF ALL SUPERVISORY AND SAFETY PERSONNEL.</p> <p>Returnable Schedule T2.2: 5: SUPERVISORY AND SAFETY PERSONNEL should be completed by the Tenderer.</p> <p>Should the Tenderer fail to provide proof and / or complete schedules, it will result in the Tenderer not scoring any points for these items.</p>		
<b>3. Locality (15 points)</b>		
	<b>Location of Tenderer</b>	<b>Weight</b>
	Outside Free State Province	4 point(s)
	Within Free State Province	8 point(s)
	Within Xhariep District Municipality	10 point(s)
	Within MOHOKARE Local Municipality	15 point(s)
<p>Tenderers are required to provide proof of location under Returnable Documents - T2.1: 12: COPY OF MUNICIPAL SERVICES ACCOUNT OF THE DIRECTORS OF THE COMPANY AND THAT OF THE COMPANY (NOT OLDER THAN 3 MONTHS), OR LEASE AGREEMENT IN RESPECT OF RENTALS OR TRIBAL AUTHORITY LETTER AS PROOF OF RESIDENCE (WHERE THE BUSINESS OPERATES).</p> <p>Should the Tenderer fail to provide proof and / or complete schedules, it will result in the Tenderer not scoring any points for these items.</p>		
<b>4. Plant Resources (15 points)</b>		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																		
	<p>Points will be allocated as indicated below for plant and equipment owned and / or hired by the Tenderer, and which will be available for the project, should the Tenderer be successful. Tenderers must be able to have ALL of the plant below available, failure to do so will result in no points.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Plant Required</th> <th style="width: 20%;">Weight if owned</th> <th style="width: 20%;">Weight if hired</th> </tr> </thead> <tbody> <tr> <td>TLB (1 Required)</td> <td>3 point(s)</td> <td>2 point(s)</td> </tr> <tr> <td>Tipper Truck (10m<sup>3</sup> minimum) (1 Required)</td> <td>3 point(s)</td> <td>2 point(s)</td> </tr> <tr> <td>Excavator (1 Required)</td> <td>3 point(s)</td> <td>2 point(s)</td> </tr> <tr> <td>Rammer (2 Required)</td> <td>3 point(s)</td> <td>2 point(s)</td> </tr> <tr> <td>Roller (2 Required)</td> <td>3 point(s)</td> <td>2 point(s)</td> </tr> </tbody> </table> <p>In case where plant is owned by the Tenderer, Proof of ownership must be in the form of a license disc or certificate of ownership as per e-natis requirements in the name of the company or directors must be attached.</p> <p>In case where the plant is to be hired the Tenderer, a letter from a Plant Hire Company addressed to the tenderer with reference to this project clearly indicating the list of plant to be hired must be attached.</p> <p>In case where the Tenderer own part of the required plant and part will be hired, the tenderer must attach proof of ownership as per above and plant hire letter as per above accordingly.</p> <p>Note: No other proof of ownership will be considered.</p> <p>Tenderers are required to provide proof of Ownership or a letter from Plant Hire Company under Returnable Documents - T2.1: 19: PROOF OF PLANT OWNERSHIP OR LETTER FROM PLANT HIRE COMPANY</p> <p>Should the Tenderer fail to provide proof and / or complete schedules, it will result in the Tenderer not scoring any points for these items.</p>	Plant Required	Weight if owned	Weight if hired	TLB (1 Required)	3 point(s)	2 point(s)	Tipper Truck (10m <sup>3</sup> minimum) (1 Required)	3 point(s)	2 point(s)	Excavator (1 Required)	3 point(s)	2 point(s)	Rammer (2 Required)	3 point(s)	2 point(s)	Roller (2 Required)	3 point(s)	2 point(s)
Plant Required	Weight if owned	Weight if hired																	
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Roller (2 Required)	3 point(s)	2 point(s)																	
	<p><b>5. Bank Rating (10 points)</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Bank Rating</th> <th style="width: 40%;">Weight if owned</th> </tr> </thead> <tbody> <tr> <td>E - No information submitted</td> <td>0 point(s)</td> </tr> </tbody> </table>	Bank Rating	Weight if owned	E - No information submitted	0 point(s)														
Bank Rating	Weight if owned																		
E - No information submitted	0 point(s)																		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Clause	Addition or Variation to Standard Conditions of Tender	
	D - Poor	2 point(s)
	C - Adequate	5 point(s)
	B - Good	8 point(s)
	A - Very Good	10 point(s)
	<p>Returnable Schedule T2.2 : 2: BANK RATING LETTER AND TENDERER'S BANKING DETAILS should be completed by the Tenderer AND proof should be submitted by the Tenderer of their Bank Rating.</p> <p>Should the Tenderer fail to provide proof and / or complete schedules, it will result in the Tenderer not scoring any points for these items.</p> <p>The minimum required score for further evaluation of the tenders is <b>70</b> points out of a total of 100 points.</p>	
3.9.1	<p>Replace the contents of the sub-clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the <b>unit rate shall govern</b> and the line item total shall be corrected.</p> <p>(b) 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 <b>corrected total of the prices shall govern</b>.</p> <p>(c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the <b>corrected amount shall govern</b>.”</p>	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																														
3.11	<p>Up to <b>20</b> tender evaluation points will be awarded to tenderers on specific goals as follows:</p> <p><b>10 points – BBBEE status level</b></p> <table border="1"> <thead> <tr> <th>B-BBEE STATUS LEVEL OF CONTRIBUTOR</th> <th>NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr><td>1</td><td>10</td></tr> <tr><td>2</td><td>05</td></tr> <tr><td>3</td><td>04</td></tr> <tr><td>4</td><td>03</td></tr> <tr><td>5</td><td>02</td></tr> <tr><td>6</td><td>01</td></tr> <tr><td>7</td><td>00</td></tr> <tr><td>8</td><td>00</td></tr> <tr><td>Non-compliant contributor</td><td>00</td></tr> </tbody> </table> <p><b>10 points – Locality</b></p> <table border="1"> <thead> <tr> <th>LOCAL AREA OF CONTRACTOR</th> <th>NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr><td>Within the boundaries of the Municipality</td><td>10</td></tr> <tr><td>Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.</td><td>6</td></tr> <tr><td>Within the boundaries of Free State Province</td><td>4</td></tr> <tr><td>Outside of the boundaries of Free State Province</td><td>2</td></tr> </tbody> </table> <p>In case of 90/10, 10 points on preference will be allocated to BBBEE criteria only</p>	B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS	1	10	2	05	3	04	4	03	5	02	6	01	7	00	8	00	Non-compliant contributor	00	LOCAL AREA OF CONTRACTOR	NUMBER OF POINTS	Within the boundaries of the Municipality	10	Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.	6	Within the boundaries of Free State Province	4	Outside of the boundaries of Free State Province	2
B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS																														
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3.11.1	<p>Add the following to the clause:</p> <p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of <b>Method 2</b>.</p> <p>In the case of a <b>functionality, price and preference</b>:</p> <ol style="list-style-type: none"> <li>(1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</li> <li>(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.</li> <li>(3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed below.</li> </ol>																														

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																														
	<p>The <b>financial offer</b> will be scored using:</p> <ul style="list-style-type: none"> <li>- 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000.00 or</li> <li>- <b>80</b> where the financial value inclusive of VAT of one or more responsive tenders received have a value that equals or is less than R 50 000 000.00.</li> </ul> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million</p> <p>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> $Ps=80(1-((Pt-Pmin)/Pmin))$ <p>Where                      Ps = Points scored for comparative price of tender or offer under consideration;                      Pt = Comparative price of tender or offer under consideration; and                      Pmin = Comparative price of lowest acceptable tender or offer.</p>																														
3.11.8	<p>Scoring preference</p> <p>The tenderer is required to submit a B-BBBEE Verification Certificate in accordance with promulgation in Government Gazette 38766 of 6 May 2015 and in accordance with promulgation in Gazette 39703 on 17 February 2016 and the Preferential Procurement Regulations of 2017 as promulgated in Government Gazette 40553 on 20 January 2017 (see relevant form in Returnable Schedules). See also <a href="http://www.sanas.co.za">www.sanas.co.za</a> for details of accredited Verification Agencies.</p> <p>Points awarded will be according to the tenderer's B-BBEE status level of contribution and is summarised in the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Status Level of contributor</th> <th>Preference Points based on scorecard for Financial Value up to R 50 000 000.00</th> <th>Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td><td>10</td></tr> <tr><td>2</td><td>18</td><td>9</td></tr> <tr><td>3</td><td>14</td><td>6</td></tr> <tr><td>4</td><td>12</td><td>5</td></tr> <tr><td>5</td><td>8</td><td>4</td></tr> <tr><td>6</td><td>6</td><td>3</td></tr> <tr><td>7</td><td>4</td><td>2</td></tr> <tr><td>8</td><td>2</td><td>1</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </tbody> </table> <p>Eligibility for preference points is subject to the following conditions:</p> <p>(a) A tenderer's scorecard shall be based on the Sector Codes of Practice promulgated in Government Gazette 38766 of 6 May 2015 and in accordance with promulgation in Gazette 39703 on 17 February 2016; and</p> <p>(b) The scorecard shall be submitted as a certificate attached to the relevant page of the Returnable Documents; and</p>	Status Level of contributor	Preference Points based on scorecard for Financial Value up to R 50 000 000.00	Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant Contributor	0	0
Status Level of contributor	Preference Points based on scorecard for Financial Value up to R 50 000 000.00	Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00																													
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7	4	2																													
8	2	1																													
Non-compliant Contributor	0	0																													

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>(c) The certificate shall have been issued by</p> <p>(i) a verification agency accredited by the South African National Accreditation System (SANAS); or</p> <p>(ii) a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612;</p> <p>(iii) Affidavit and</p> <p>(d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see clause 2.15); and</p> <p>(e) Compliance with any other information requested to be attached to the relevant page of the Returnable Documents; and</p> <p>(f) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate; and</p> <p>(g) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference; and</p> <p>In the event of a Joint Venture (JV), a consolidated B-BBBEE Verification Certificate in the name of the JV shall be submitted.</p> <p>If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</p>
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both), which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p>A tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.14	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer.</p>
3.18	<p>The successful tenderer shall receive one copy of the signed contract.</p>

**END OF SECTION**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### T1.3: STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in CIDB Board Notice 423 of 2019 as published in Government Gazette No 42622 of 08 August 2019 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex C" is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

#### ANNEX C

#### STANDARD CONDITIONS OF TENDER

##### C.1 GENERAL

##### C.1.1 ACTIONS

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

C.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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### C.1.2 TENDER DOCUMENTS

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

### C.1.3 INTERPRETATION

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 fulfill his or her duties impartially;
  - ii) An individual or tenderer 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 tenderer who 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;

### C.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.

### C.1.5 CANCELLATION AND RE-INVITATION OF TENDERS

C.1.5.1 An employer 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 engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## C.1.6 PROCUREMENT PROCEDURES

### C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

### C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

### C.1.6.3 Proposal procedure using the two stage-system

#### C.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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**C.1.6.3.2 Option 2**

C.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.

C.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.

**C.2 TENDERER'S OBLIGATIONS**

**C.2.1 ELIGIBILITY**

C.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.

C.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.

**C.2.2 COST OF TENDERING**

C.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.

C.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.

**C.2.3 CHECK DOCUMENTS**

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

**C.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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**C.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.

**C.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.

**C.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.

**C.2.8 SEEK CLARIFICATION**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.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.

**C.2.10 PRICING THE TENDER OFFER**

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

\_\_\_\_\_  
Contractor      \_\_\_\_\_  
Witness 1      \_\_\_\_\_  
Witness 2      \_\_\_\_\_  
Employer      \_\_\_\_\_  
Witness 1      \_\_\_\_\_  
Witness 2

**C.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.

**C.2.12 ALTERNATIVE TENDER OFFERS**

C.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.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 SUBMITTING A TENDER OFFER**

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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.

\_\_\_\_\_  
Contractor                      Witness 1                      Witness 2                      Employer                      Witness 1                      Witness 2

C.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.

C.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.

C.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.

**C.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.

**C.2.15 CLOSING TIME**

C.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.

C.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.

**C.2.16 TENDER OFFER VALIDITY**

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.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

\_\_\_\_\_  
Contractor                      Witness 1                      Witness 2                      Employer                      Witness 1                      Witness 2

change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:**

Sub-clause C.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.

**C.2.18 PROVIDE OTHER MATERIAL**

C.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.

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

**C.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.

**C.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.

**C.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.

**C.2.22 RETURN OF OTHER TENDER DOCUMENTS**

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

**C.2.23 CERTIFICATES**

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

\_\_\_\_\_  
Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**C.3 THE EMPLOYER'S UNDERTAKINGS**

**C.3.1 RESPOND TO REQUESTS FROM THE TENDERER**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

**C.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 (3) working 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 collected tender documents.

**C.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.

**C.3.4 OPENING OF TENDER SUBMISSIONS**

C.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.

C.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 BBBEE status level and time for completion for the main tender offer only.

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

\_\_\_\_\_  
Contractor                      Witness 1                      Witness 2                      Employer                      Witness 1                      Witness 2

### C.3.5 TWO-ENVELOPE SYSTEM

C.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.

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

### C.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.

### C.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.

### C.3.8 TEST FOR RESPONSIVENESS

C.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.

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) 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.

### C.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.

### C.3.11 EVALUATION OF TENDER OFFERS

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 GENERAL**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.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.

**C.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;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

**C.3.14 PREPARE CONTRACT DOCUMENTS**

C.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.

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

**C.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.

**C.3.16 REGISTRATION OF THE AWARD**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.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.

**C.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.

**END OF SECTION**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## MOHOKARE LOCAL MUNICIPALITY

**BID NUMBER: SCM/MOH/01/2023**

**ZASTRON/MATLAKENG: THE CONSTRUCTION OF A  
SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN  
(MIS: 422896)**

# THE TENDER: PART T2

## PART 2 (OF 2): RETURNABLE DOCUMENTS

### CONTENTS

<b>T2.1</b>	<b>RETURNABLE DOCUMENTS</b>
<b>T2.2</b>	<b>RETURNABLE SCHEDULES AND FORMS</b>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.1: RETURNABLE DOCUMENTS

The following documents are to be completed and returned, as they constitute the Tender. Whilst many of the returnable documents are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender Offer. For this reason, it is very important that Tenderers return **all information requested**.

1 <b>RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES</b> <b>Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.</b>		
T2.1 : 1	Letter of Good Standing	Please tick if submitted
T2.1 : 2	Authority of Signatory	Please tick if submitted
T2.1 : 3	Valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011) (Pin Confirmation Letter)	Please tick if submitted
T2.1 : 4	Certified copy of VAT Registration Certificate (If VAT Registration number is not indicated on Tax Clearance Certificate)	Please tick if submitted
T2.1 : 5	Proof of Registration with Central Supplier Database CSD (CSD Registration Summary Report)	Please tick if submitted
T2.1 : 6	Certified copy of Certificate of Incorporation (if tenderer is a Company)	Please tick if submitted
T2.1 : 7	Certified copy of Founding Statement (if tenderer is a Closed Corporation)	Please tick if submitted
T2.1 : 8	Certified copy of Partnership Agreement (if tenderer is a Partnership)	Please tick if submitted
T2.1 : 9	Certified copy of Identity Document (if tenderer is a One-man concern)	Please tick if submitted
T2.1 : 10	Joint venture agreement (if the tenderer is a joint venture)	Please tick if submitted
T2.1 : 11	Contractor Registration Certificate issued by the CIDB	Please tick if submitted
T2.1 : 12	Copy of Municipal Services account of the directors of the company AND that of the company (not older than 3 months), or lease agreement in respect of rentals or Tribal Authority letter as proof of residence (where the business operates).	Please tick if submitted
T2.1 : 13	Certificate of Tenderer's Certified B-BBEE Status Level of Contributor	Please tick if submitted

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1 : 14	Copy of Company Profile & Proposal (Approach Paper)	Please tick if submitted
T2.1 : 15	Certified copies of CV's of all supervisory and safety personnel	Please tick if submitted
T2.1 : 16	Appointment Letters and Completion Certificates for contracts of works of a similar nature, successfully completed	Please tick if submitted
T2.1 : 17	Construction Schedule (First Programme)	Please tick if submitted
T2.1 : 18	Three sets of Audited Annual Financial Statements	Please tick if submitted
T2.1 : 19	Proof of plant ownership or letter from plant hire company	Please tick if submitted

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 1: LETTER OF GOOD STANDING**

# LETTER OF GOOD STANDING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 2: AUTHORITY OF SIGNATORY**

# AUTHORITY OF SIGNATORY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 3: VALID TAX CLEARANCE CERTIFICATE  
(PIN CONFIRMATION LETTER)**

**VALID TAX  
CLEARANCE  
CERTIFICATE**

(Pin Confirmation Letter)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 4: CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE**

# CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE

(If VAT Registration number is not indicated on Tax Clearance Certificate)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.1: 5: PROOF OF REGISTRATION WITH CENTRAL SUPPLIER  
DATABASE (CSD REGISTRATION SUMMARY REPORT)**

# CSD REGISTRATION SUMMARY REPORT

Failure to submit CSD Registration Documentation will lead to disqualification

Contractor

Witness 1

Witness 2

Employer

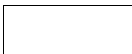
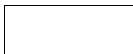
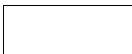
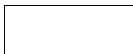
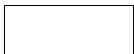

Witness 1

Witness 2

**T2.1: 6: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION**

# CERTIFIED COPY OF CERTIFICATE OF INCORPORATION

If tenderer is a Company

					
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**T2.1: 7: CERTIFIED COPY OF FOUNDING STATEMENT**

# CERTIFIED COPY OF FOUNDING STATEMENT

If tenderer is a Closed Corporation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 8: CERTIFIED COPY OF PARTNERSHIP AGREEMENT**

# CERTIFIED COPY OF PARTNERSHIP AGREEMENT

If tenderer is a Partnership

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 9: CERTIFIED COPY OF IDENTITY DOCUMENT**

# CERTIFIED COPY OF IDENTITY DOCUMENT

If tenderer is a One-man Concern

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 10: JOINT VENTURE AGREEMENT**

# JOINT VENTURE AGREEMENT

If tenderer is a Joint Venture

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 11: CONTRACTOR REGISTRATION CERTIFICATE ISSUED  
BY THE CIDB**

**CONTRACTOR  
REGISTRATION  
CERTIFICATE ISSUED  
BY THE CIDB**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 12: COPY OF MUNICIPAL SERVICES ACCOUNT OF THE DIRECTORS OF THE COMPANY AND THAT OF THE COMPANY (NOT OLDER THAN 3 MONTHS), OR LEASE AGREEMENT IN RESPECT OF RENTALS OR TRIBAL AUTHORITY LETTER AS PROOF OF RESIDENCE (WHERE THE BUSINESS OPERATES).**

# ATTACH CERTIFICATE OR AGREEMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.1: 13: CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE  
STATUS LEVEL OF CONTRIBUTOR**

# B-BBEE CERTIFICATE

(If Tenderer is a JV, a consolidated B-BBEE certificate is required)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 14: COPY OF COMPANY PROFILE & PROPOSAL  
(APPROACH PAPER)**

**COMPANY  
PROFILE AND  
APPROACH  
PAPER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 15: CERTIFIED COPIES OF CURRICULA VITAE (CV'S) OF ALL SUPERVISORY AND SAFETY PERSONNEL**

CV'S OF ALL  
SUPERVISORY  
AND SAFETY  
PERSONNEL

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

**T2.1: 16: APPOINTMENT LETTERS AND COMPLETION  
CERTIFICATES FOR CONTRACTS OF WORKS OF A SIMILAR  
NATURE, SUCCESSFULLY COMPLETED**

# APPOINTMENT LETTERS AND COMPLETION CERTIFICATES

(Contracts completed of similar nature)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 17: CONSTRUCTION SCHEDULE (FIRST PROGRAMME)**

# CONSTRUCTION SCHEDULE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1: 18: THREE SETS OF AUDITED ANNUAL FINANCIAL STATEMENTS**

THREE SETS OF  
AUDITED ANNUAL  
FINANCIAL  
STATEMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1: 19: PROOF OF PLANT OWNERSHIP OR LETTER FROM  
PLANT HIRE COMPANY**

PROOF OF PLANT  
OWNERSHIP OR  
LETTER FROM  
PLANT HIRE  
COMPANY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2: RETURNABLE SCHEDULES AND FORMS**

T2.2 LIST OF RETURNABLE SCHEDULES AND FORMS		
T2.2: 1	Alterations by Tenderer	Please tick if completed/ attached
T2.2: 2	Bank Rating Letter and Tenderer's Banking Details	Please tick if completed/ attached
T2.2: 3	Works Previously Executed	Please tick if completed/ attached
T2.2: 4	Present Commitments	Please tick if completed/ attached
T2.2: 5	Supervisory and Safety Personnel	Please tick if completed/ attached
T2.2: 6	Labour Utilisation	Please tick if completed/ attached
T2.2: 7	Compliance with OHS Act (Act 85 of 1993) and COVID-19 regulations	Please tick if completed/ attached
T2.2: 8	Plant and Equipment	Please tick if completed/ attached
T2.2: 9	Sub-contractors	Please tick if completed/ attached
T2.2: 10	Authority of Signatory	Please tick if completed/ attached
T2.2: 11	Prospective Tenderer's Registration Form/Change of Registration Form	Please tick if completed/ attached
T2.2: 12	Joint Venture Agreement	Please tick if completed/ attached
T2.2: 13	Preferential Procurement (MBD 6.1)	Please tick if completed/ attached
T2.2: 14	Proposed Allocation of Points in terms of Functionality	Please tick if completed/ attached
T2.2: 15	Affidavit	Please tick if completed/ attached
T2.2: 16	Declaration of Interest (MBD 4)	Please tick if completed/

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



		attached
T2.2: 17	Record of Addenda to Tender Documents	Please tick if completed/ attached
T2.2: 18	Tax Clearance Certificate Requirements	Please tick if completed/ attached
T2.2: 19	Declaration of Bidder's Past Supply Chain Management Practices ( <b>MBD 8</b> )	Please tick if completed/ attached
T2.2: 20	Certificate of Independent Bid Determination ( <b>MBD 9</b> )	Please tick if completed/ attached

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 1 ALTERATIONS BY TENDERER**

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

Page	Clause or Item

Signature of Tenderer : \_\_\_\_\_ Date : \_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

**T2.2: 2 BANK RATING LETTER AND TENDERER'S BANKING DETAILS**

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderers offer unresponsive.
- 2. The tenderers banking details as they appear below shall be completed.
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

I/We furnish the following information:

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

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

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

--	--	--	--	--	--

**T2.2: 3 WORKS PREVIOUSLY EXECUTED**

The following is a statement of similar works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer. **Copies of Completion Certificates with traceable references to be attached as proof under T2.1: 16.**

\* State firm, contact person and telephone number

Signature of Tenderer : \_\_\_\_\_ Date : \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2: 4 PRESENT COMMITMENTS**

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

\* State firm, contact person and telephone number

Signature of Tenderer : \_\_\_\_\_

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

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

**T2.2: 5 SUPERVISORY AND SAFETY PERSONNEL**

Commitment from Tenderer to make available the following personnel for this project

Position	Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contractor's Construction Manager (Site Agent)							
Contractor's Foremen							
Construction Health and Safety Officer							

Tenderers shall indicate the percentage of working time these persons will be engaged on site. **Tenderers are required to provide copies of curriculum vitae of all supervisory and safety personnel as proof under T2.1: 15.**

Signature of Tenderer : \_\_\_\_\_ Date : \_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

## T2.2: 6 LABOUR UTILISATION

### LABOUR CATEGORIES - DEFINITIONS

**NOTE:**

These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

#### 1. GENERAL FOREMAN / FOREMAN

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

#### 2. CHARGE HAND

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

#### 3. ARTISAN

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

#### 4. TEAM LEADER

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**5. SKILLED EMPLOYEE**

An employee engaged in an ancillary trade or an assistant artisan.

**6. SEMI-SKILLED EMPLOYEE**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. UNSKILLED EMPLOYEE**

An employee engaged on any task or operation not specified above.

**8. IMPORTED EMPLOYEE**

Personnel permanently employed by Contractor.

**9. LOCAL EMPLOYEE**

Temporary workforce employed through Labour Desk.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**MAN DAYS**

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 -----		
3.2 -----		
3.3 -----		
4. Safety Inspectors (specify type)		
4.1 -----		
4.2 -----		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Store man		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date

                               
 Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**T2.2: 7 COMPLIANCE WITH OHSA (ACT 85 OF 1993) AND COVID-19 REGULATIONS**

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

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

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

- 1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and COVID-19 Regulations? **YES / NO**
  
- 2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).  
\_\_\_\_\_
  
- 3. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**  
If yes, what records are kept?  
\_\_\_\_\_
  
- 4. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**  
\_\_\_\_\_
  
- 5. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? **YES / NO**  
If yes, please explain his duties and provide a copy of his CV.  
\_\_\_\_\_
  
- 6. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**  
\_\_\_\_\_
  
- 7. Does the Contractor have a safety induction training programme in place? **YES / NO**  
(If yes, provide a copy).  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 8 PLANT AND EQUIPMENT**

**1. Major Plant and Equipment available for this Contract:**

Quantity	Size, Description, Capacity, etc.

**2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:**

Quantity	Size, Description, Capacity, etc.

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**T2.2: 9 SUB-CONTRACTORS**

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not 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 in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

Signature of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2: 10 AUTHORITY OF SIGNATORY**

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by :  
(Mark applicable block)

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

a partnership, and attach hereto a certified copy of the required resolution by all partners

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

a joint venture, and attach hereto

- an naturally certified copy of the original document under which the joint venture was constituted; and
- certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signature of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2: 11 PROSPECTIVE TENDERER'S REGISTRATION FORM /  
CHANGE OF REGISTRATION FORM**

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No.7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

\* **Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):  
..... ( )\*
- Official physical address of business, e-mail, telephone and fax numbers:
  - Address: ..... ( )\*
  - E-mail: ..... ( )\*
  - Telephone: ..... ( )\*
  - Fax: ..... ( )\*
- Electricity account no. if a local business: ..... ( )\*
- Type of business (Company, cc, etc): ..... ( )\*
- Main business activity (Stationary Dealer, Building Contractor, etc):  
..... ( )\*
- Estimated annual turnover (to remain confidential): R..... ( )\*
- Full name of controlling shareholder if not a one-man business (to remain confidential):  
..... ( )\*

--	--	--	--	--	--

- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 12 JOINT VENTURE AGREEMENT**

Tender forms pertaining to Preferential Procurement

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture : .....  
.....  
.....

Consisting of the following businesses (Joining Entities):

NAME JOINING ENTITY	TAX NO.	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....	.....	.....%
.....	.....	.....%
.....	.....	.....%
.....	.....	.....%
.....	.....	.....%

The above-mentioned Joint Venture will execute the Contract under the management of (Full Name) ..... who is an employee of (Name of Joining Entity) .....; and in accordance with any further agreements as attached to this document, titled ..... and dated ..... (if applicable). Bank guarantees and retention money (where required) will be provided or paid by (Name of Joining Entity) ..... who will be responsible for the fulfillment of the retention obligations (where required) as set out in the Contract Document.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Signed by the duly authorised representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## T2.2: 13 PREFERENTIAL PROCUREMENT (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 To be completed by the organ of state

a) The applicable preference point system for this tender 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) BBBE and 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
BBBE and SPECIFIC GOALS	20
<b>Total points for Price, BBBEE 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE	10	10		
Specific Goals	10	10		

**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]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 14 PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY**

The following categories of **functionality** needs to be scored by the Tenderer:

NO.	CRITERIA	MAXIMUM SCORE	SCORE CLAIMED BY TENDERER
1.	Experience of the tenderer	40 point(s)	
2.	Experience of key personnel	20 point(s)	
3.	Locality	15 point(s)	
4.	Plant Resources	15 point(s)	
5.	Bank Rating	10 point(s)	

The **minimum required score** for further evaluation of the tenders is **70** points out of a total of 100 points.

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

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

Enterprise name .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 15 AFFIDAVIT**

**Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:**

1.) I, the undersigned....., hereby  
(Full name and surname)

Certify that I am a..... of the tenderer.  
(Member, Director, Partner, Owner)

2.) I furthermore certify that I personally hold .....% (percent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ..... on this ..... day of ..... 20.....

.....  
Signature

I certify that the deponent has acknowledged that he; she knows and understands the contents of this declaration.  
This declaration has been sworn/affirmed before me at .....

On this ..... day of ..... 20.....

.....  
COMMISSIONER OF OATHS

**STAMP:**

I, THE UNDERSIGNED ....., ACTING  
IN MY CAPACITY AS THE ..... OF THE  
COMPANY/CORPORATION/BUSINESS VENTURE:

.....

Hereby gives the Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company / corporation / business venture.

Signed at ..... on this ..... day of ..... 20.....

.....  
Signature

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 16 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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>).....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholder members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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

3.8.1 If yes, furnish particulars

.....  
.....

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

3.9.1 If yes, furnish particulars.

.....  
.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars

.....  
.....

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

3.13.1 If yes, furnish particulars

.....  
.....

\_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2: 16 DECLARATION OF INTEREST (MBD 4)  
(\*ONLY IF TENDERER IS A JV)**

\*TO BE FILLED IN BY OTHER JV PARTNER

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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>).....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholder members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

3.8.1 If yes, furnish particulars

.....  
.....

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

3.9.1 If yes, furnish particulars.

.....  
.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars

.....  
.....

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

3.13.1 If yes, furnish particulars

.....  
.....

\_\_\_\_\_

--	--	--	--	--	--

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

3.14.1 If yes, furnish particulars

.....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 17 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

**Signed** ..... **Date** .....

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

**Enterprise name** .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 18 TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**IT IS A CONDITION OF BIDDING THAT -**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20 \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**T2.2: 19 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (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	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <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>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2: 20 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. takes all reasonable steps to prevent such abuse;
  - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- 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.

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

.....  
Signature Date

.....  
Position Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## MOHOKARE LOCAL MUNICIPALITY

**BID NUMBER : SCM/MOH/01/2023**

**ZASTRON/MATLAKENG : THE CONSTRUCTION OF A  
SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN  
(MIS : 422896)**

# THE CONTRACT: PART C1

**PART 1 (OF 4): AGREEMENT AND CONTRACT  
DATA**

## CONTENTS

<b>C1.1</b>	<b>Form of Offer and Acceptance</b>
<b>C1.2</b>	<b>Contract Data (Part 1)</b>
<b>C1.3</b>	<b>Form of Guarantee (Pro Forma)</b>
<b>C1.4</b>	<b>Occupational Health and Safety Mandatory Agreement</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**1. OFFER**

MOHOKARE LOCAL MUNICIPALITY

BID NUMBER: SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN (MIS: 422896)

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

**ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN (MIS: 422896)**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 CARRIED FORWARD FROM THE SUMMARY PAGE OF THE BILL OF QUANTITIES FOR THE ABOVEMENTIONED CLUSTER IS:**

.....

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

**TIME OF COMPLETION:** \_\_\_\_\_ (Weeks)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**for** \_\_\_\_\_ **the**  
**Tenderer**

\_\_\_\_\_  
(Name and address of organisation)

**Name & signature**  
**of**  
**witness**

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

**Date** .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 2. ACCEPTANCE

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

The terms of the contract, are contained in

**VOLUME 1 TENDER DOCUMENT**

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Annexures

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within 14 days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one 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.

### Signatures

---

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**for Employer** \_\_\_\_\_ **the**

\_\_\_\_\_  
(Name and address of organisation)

**Name & signature of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

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

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome off such agreement shall be recorded here.

**1. Subject**

Details

**2. Subject**

Details

**3. Subject**

Details

**4. Subject**

Details

**5. Subject**

Details

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**for the  
Tenderer**

\_\_\_\_\_  
(Name and address of organisation)

**Name & signature  
of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

**FOR THE EMPLOYER:**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**for the  
Employer**

\_\_\_\_\_  
(Name and address of organisation)

**Name & signature  
of witness** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**C1.2: CONTRACT DATA (PART 1)**

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), published by the South African Institution of Civil Engineering (SAICE), are applicable to this Contract and obtainable from [www.saice.org.za](http://www.saice.org.za).

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.

**PART 1: CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER**

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

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

**Part 1: Data Provided by the Employer**

Clause	Contract Data
1.1.1.5	The Commencement Date shall be the date of which the Contractor receives a copy of the signed and completed Form of Offer and Acceptance and schedule of deviations if applicable.
1.1.1.13	The Defect Liability Period is <b>12 calendar months</b> , measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical completion, calculated from Commencement Date is as stipulated in the Form and Offer and front Page.
1.1.1.15	The Employer is <b>MOHOKARE LOCAL MUNICIPALITY</b> . The Employer's domicilium citandi et executandi (permanent physical address) is: 20 Hoofd Street Zastron 9950 The Employer's contact persons are: <ul style="list-style-type: none"> <li>• Mr. S. Shamase                          074 085 3384  <a href="mailto:mohokarepmu@gmail.com">mohokarepmu@gmail.com</a></li> <li>• Mr. P. Lesenyeho                          061 267 1582  <a href="mailto:pule@mohokare.gov.za">pule@mohokare.gov.za</a></li> </ul>
1.1.1.16	The Employer's Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm PROPER CONSULTING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>ENGINEERS (PTY) LTD to fulfil the functions of the Engineer in terms of the Conditions of Contract.</p> <p>PO BOX 26 415                      LANGENHOVENPARK                      9330</p> <p>Tel No : 051 – 451 1721                      Fax No : 051 – 451 1857                      E-mail : <a href="mailto:paul@propercon.co.za">paul@propercon.co.za</a>, alternatively <a href="mailto:fanie@propercon.co.za">fanie@propercon.co.za</a>                      Contact person: Mr. P. Mei, alternatively Mr. F. Coetzer</p>
1.1.1.17	<p>Add the following to the clause:</p> <p>Any reference to the term “Engineer’s Representative” in this Contract shall mean “Employer’s Agent’s Representative” and vice versa.</p>
1.1.1.26	<p>The Pricing Strategy is a <b>Re-measurement Contract</b>.</p>
1.2.1.2	<p><b>The Employer’s address for receipt of communications and notices are:</b></p> <p>MOHOKARE LOCAL MUNICIPALITY                      20 Hoofd Street                      Zastron                      9950</p> <p><b>The addresses and telephone numbers of the representing Engineer is:</b></p> <p>PROPER CONSULTING ENGINEERS (PTY) LTD                      PO BOX 26 415                      LANGENHOVENPARK                      9330</p> <p>TEL NO : 051 – 451 1721                      FAX NO : 051 – 451 1857</p>
1.3.2	<p>The governing law is the law of the Republic of South Africa.</p>
1.3.3	<p>The language of the Contract and for written communications is English.</p>
1.3.5	<p>Add the following to the clause:</p> <p>The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of Proper Consulting Engineers CC.</p>
3.2.3	<p>The Employer’s Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> <li>1. <b>New Clause 3.2.3.1:</b> "For expenditure on the Contract to exceed the Contract Price".</li> <li>2. <b>Existing Clauses:</b></li> </ol>

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Witness 1

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Clause	Contract Data
	3.3.1 Nomination of person as Employer's Agent's Representative. 5.7.2 Work at night as well as by day. 5.8 Non-working times. 5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). 5.13 Reduction of penalty for delay. 5.14.2 The issue of a Certificate of Practical Completion. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3 Variations. 6.6 Instruction to expend on Provisional and Prime Cost Sums. 6.11 Adjustment of General Items & Approval of Claims. 8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.
3.2.4	The MOHOKARE LOCAL MUNICIPALITY shall appoint an H&S Official as Client Agents on this contract in terms of the Construction Regulations, 2014, as promulgated in terms of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project-generated H&S plan and submit such to the Health and Safety Officials for legal compliance assessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	<p><b>Add the following</b> to the clause:</p> <p>"With effect from 30 June 2014, the conditions of employment applicable on conventional construction works shall be as set out in the Bargaining Council for Civil Engineering Collective Agreement promulgated in Government Gazettes Numbers 37748 and 37749 dated 20 June 2014. These conditions shall supersede those set out in Section C3.7.4: Employment Conditions, in the event of any conflict</p> <p>Compliance with the National Environmental Management Act (<b>NEMA</b>), Act 107 of 1998.</p> <p>The Basic Conditions of Employment Act of 1997 (Act No 75 of 1997), as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014, promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall be in possession of an approved Health and Safety Plan before commencement of the Works or any part thereof."</p>
4.3.3	<p><b>Add the following</b> new clause:</p> <p>"Contractors Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract."</p>

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Clause	Contract Data
4.5	<p><b>Add the following</b> new Sub-Clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Employer's Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</p> <p>The Contractor shall provide proof to the Employer's Agent of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer, adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
4.11.3	<p><b>Add the following</b> to Clause 4.11</p> <p>"Notwithstanding the wording of this Clause, on request of the Contractor, the Employer may at his sole discretion provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.2.1	<p><b>Add the following</b> to Clause 5.2.1</p> <p>Should the Contractor not receive a copy of the "signed and completed Form of Offer and Acceptance and schedule of deviations if applicable" as per Clause 1.1.1.5, the <b>Commencement of the Contract</b> will be adopted as the date on which the Contractor receives the Letter of Appointment stating the conditions of Contract from the Employer's Agent.</p>
5.3.1	<p>The following documentation is required before the <b>Commencement with the Works</b>:</p> <ul style="list-style-type: none"> <li>a) Health and Safety Plan (Clause 4.3)</li> <li>b) Initial programme (Clause 5.6)</li> <li>c) Security (Clause 6.2)</li> <li>d) Insurance (Clause 8.6)</li> <li>e) Letter of Good Standing</li> <li>f) Traffic Accommodation Plan (Only if requested by the Employer's Agent)</li> <li>g) Quality Assurance Plan</li> <li>h) Environmental Management Plan</li> </ul>

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Clause	Contract Data
5.3.2	<p>The Contractor is required, <b>within 14 days of the Commencement Date</b>, to submit the documents listed below to the Employer's Agent for his approval.</p> <p><b>Health and Safety Plan</b></p> <p>A health and safety plan in terms of Clause 7(1) of the Construction Regulations (February 2014).</p> <p><b>Initial Programme</b></p> <p>An Initial Programme of work in terms of Clause 5.6.</p> <p><b>Security</b></p> <p>A guarantee from an Insurance Company to be jointly and severally bound with the for an amount equal to <b>ten per cent (10%)</b> of the Contract Price. The of the Guarantee shall be identical to the pro forma currently in use by the on civil engineering contracts.</p> <p><b>Insurance</b></p> <p>Submit copies of receipts of registration, or payment for the premiums for the following as required by the new Clause 8.6 in this Contract Data.</p> <ul style="list-style-type: none"> <li>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</li> <li>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</li> <li>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</li> <li>(e) 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.</li> <li>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</li> </ul> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p> <p><b>Traffic Accommodation Plan</b> (Only if requested by the Employer's Agent)</p> <p>The contractor shall submit proposed Traffic Accommodation Plan in connection with directional signs to the Employer's Agent and all relevant parties for approval by all relevant parties prior to construction. The contractor shall supply, erect and maintain all necessary temporary road signs in accordance with the drawings and the S A Road Traffic Signs Manual Volume 2, Chapter 13: Roadworks Signing (available from Government Printer, Pretoria).</p>

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	<p><b>Quality Assurance Plan</b></p> <p>The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor's staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.</p> <p>The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the Quality Assurance Plan.</p>																																										
5.4.2	<p>Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section C4: Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.</p>																																										
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Saturdays and Sundays and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder's holidays as defined by SAFCEC.</p>																																										
5.8.1.5	<p><b>Add the following additional Clause to Clause 5.8</b></p> <p>"The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account".</p>																																										
5.12.2.2	<p><b>Add to Clause 5.12.2.2:</b></p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">MONTH</th> <th style="text-align: center;">Nn (days)</th> <th style="text-align: center;">Rn (mm)</th> </tr> </thead> <tbody> <tr><td>January</td><td style="text-align: center;">5,4</td><td style="text-align: center;">100</td></tr> <tr><td>February</td><td style="text-align: center;">6,6</td><td style="text-align: center;">134</td></tr> <tr><td>March</td><td style="text-align: center;">5,4</td><td style="text-align: center;">87</td></tr> <tr><td>April</td><td style="text-align: center;">3,4</td><td style="text-align: center;">68</td></tr> <tr><td>May</td><td style="text-align: center;">1,3</td><td style="text-align: center;">21</td></tr> <tr><td>June</td><td style="text-align: center;">1,1</td><td style="text-align: center;">25</td></tr> <tr><td>July</td><td style="text-align: center;">0,6</td><td style="text-align: center;">10</td></tr> <tr><td>August</td><td style="text-align: center;">0,8</td><td style="text-align: center;">18</td></tr> <tr><td>September</td><td style="text-align: center;">1,4</td><td style="text-align: center;">29</td></tr> <tr><td>October</td><td style="text-align: center;">3,1</td><td style="text-align: center;">52</td></tr> <tr><td>November</td><td style="text-align: center;">4,3</td><td style="text-align: center;">70</td></tr> <tr><td>December</td><td style="text-align: center;">4,6</td><td style="text-align: center;">72</td></tr> <tr><td><b>TOTAL</b></td><td style="text-align: center;"><b>38,3</b></td><td style="text-align: center;"><b>675</b></td></tr> </tbody> </table>	MONTH	Nn (days)	Rn (mm)	January	5,4	100	February	6,6	134	March	5,4	87	April	3,4	68	May	1,3	21	June	1,1	25	July	0,6	10	August	0,8	18	September	1,4	29	October	3,1	52	November	4,3	70	December	4,6	72	<b>TOTAL</b>	<b>38,3</b>	<b>675</b>
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Clause	Contract Data
	<p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
5.12.2.4	<p><b><u>Amend the clause to read as follows:</u></b></p> <p>"Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.</p>
5.12.3	<p><b><u>Amend the clause to read as follows:</u></b></p> <p>"If an extension of time is granted, the Contractor shall be paid additional time-related General items in respect of plant, labour and supervision, including for special nonworking days, if applicable.</p>
5.12.5	<p><b><u>Add the following new sub-clause to Clause 5.12</u></b></p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	<p>The penalties for failing to complete the Works shall be as follows:</p> <p>The penalty for delay is R3 500 per day.</p>
5.16.3	<p>The latent defect period is 10 years.</p>
5.14.5.5	<p><b><u>Delete Clause 5.14.5.5 and replace with:</u></b></p> <p>"Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data."</p>
6.2.1	<p>Replace the wording "as selected" in Clause 6.2.1 with "as stated".</p> <p>The security to be provided by the Contractor for each work assignment shall be:</p> <ul style="list-style-type: none"> <li>• a Performance guarantee of <b>ten per cent (10%)</b> of the Contract Sum, plus</li> <li>• Retention money of <b>Ten per cent (10%)</b>, amounting to <b>Five per cent (5%)</b> of the Contract Price.</li> </ul> <p>Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3.</p> <p>The performance guarantee shall be from an approved Insurance Company or Financial Institution to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract</p>

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Clause	Contract Data
	Data."
6.2.2	<p><b><u>Replace the entire contents of Clause 6.2.2 with the following:</u></b></p> <p>"If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause Cl .3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."</p>
6.2.3	<p><b><u>Replace the entire contents of Clause 6.2.3 with the following:</u></b></p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."</p>
6.8.2	The application of a contract price adjustment will <b>NOT apply</b> to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is <b>NOT allowed</b> .
6.10.1.5	The percentage advance on materials net yet built into the Permanent Works is 80%.
6.10.3	<p><b><u>Replace the entire contents of Clause 6.10.3 with the following:</u></b></p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."</p> <p>The percentage Performance Guarantee is <b>10%</b>. The limit of retention money is <b>10%</b> of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p><b><u>Amend the following clause:</u></b></p> <p>Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".</p>
6.10.4	<p><b><u>Add the following sub-clause 6.10.4.1:</u></b></p> <p>"The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Annexure C5.3, together with the monthly payment certificate. If the contractors chooses to delay submitting payment certificate, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. Payment to the Contractor will not be processed until the EPWP reporting or any other reports as agreed to for the specific month is provided. In addition, a penalty for late submission of R1 500.00 per day will be applicable for every day after the 5<sup>th</sup> working day of the subsequent month to the reporting month.</p> <p>The completed EPWP reporting template should be accompanied by the following supporting documents:</p> <ul style="list-style-type: none"> <li>• Contract of employment (Individual and/or Entity)</li> <li>• Certified South African ID copy (certification date not older than 3 months)</li> <li>• Payment and attendance register.</li> <li>• Schedule of payment for SMMEs</li> </ul> <p>The Consultant shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.</p>

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Clause	Contract Data
	If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoice shall not be paid until all pending labour information has been submitted."
6.10.6.2	<b><u>Replace Clause 6.10.6.2 with the following new Clause:</u></b> 6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
6.11.1.3	In line 3 of the second paragraph delete "15" and replace it with "25%".
8.6 8.6.1	<b><u>Delete Clause 8.6. and replace with the following:</u></b> Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever, and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site
	<ul style="list-style-type: none"> <li>• Contract Works Insurance (including SASRIA Insurance) and</li> <li>• Public Liability (Third Party) Insurance</li> </ul> both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.
	The Policy will be subject to the normal terms, exceptions and conditions applicable to such insurance and will provide the following cover: <b><u>Section 1 — The Contract Works</u></b> (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. "Temporary Works" shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or (iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. (b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. <b><u>Section 2 — Contract Liability</u></b> Indemnity against the insured parties' legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.

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Clause	Contract Data																		
	<p><b>THE SUMS INSURED/LIMIT OF LIABILITY</b></p> <p><b>SECTION 1 - CONTRACT WORKS</b></p> <p>(a) Property insured under Section 1 (a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100 m) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1 (b) Surrounding Property R2,500,000 each and every loss</p> <p><b>SECTION 2 - CONTRACT LIABILITY</b></p> <p>Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p><b>EXCLUDED CONTRACTS</b></p> <p>The following Contracts are specifically excluded from the "blanket" cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms &amp; Conditions of such policy with the Contractor in writing.</p> <ol style="list-style-type: none"> <li>1. Any Contract with a Contract Price at award of over R100,000,000</li> <li>2. Any Contract with a construction period at award exceeding 24 months</li> <li>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</li> <li>4. Any Contract involving                         <ol style="list-style-type: none"> <li>2.1 Underground Mine or Colliery Working</li> <li>2.2 Tunnelling</li> <li>2.3 Foul Berthing</li> <li>2.4 Stevedoring Work</li> <li>2.5 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water.</li> </ol> </li> </ol>																		
8.6.2	<p><b>THE DEDUCTIBLES</b></p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p> <p>(A) <b>STANDARD BUILDING CONTRACTS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 75%;">Description</th> <th style="width: 20%;">Excess</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A1</td> <td>Contract Value up to R10M</td> <td style="text-align: center;">R 10,000</td> </tr> <tr> <td style="text-align: center;">A2</td> <td>Contract Value above R10M up to R25M</td> <td style="text-align: center;">R15,000</td> </tr> <tr> <td style="text-align: center;">A3</td> <td>Contract Value above R25M</td> <td style="text-align: center;">R25,000</td> </tr> </tbody> </table> <p>(B) <b>CIVIL &amp; ALL OTHER CONTRACTS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 75%;">Description</th> <th style="width: 20%;">Excess</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>		Description	Excess	A1	Contract Value up to R10M	R 10,000	A2	Contract Value above R10M up to R25M	R15,000	A3	Contract Value above R25M	R25,000		Description	Excess			
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A3	Contract Value above R25M	R25,000																	
	Description	Excess																	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data					
	B1	Contract Value up to R1M 0.25% of claim minimum R10 000				
	B2	Contract Value above R1M up to R5M 0.25% of claim, minimum R20,000				
	B3	Contract Value above R5M 0.25% of claim, minimum R50,000				
	<p>(C) <b><u>LIABILITY RISKS</u></b></p> <p>Liability limit: R20,000,000</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Description</th> <th style="text-align: left;">Excess</th> </tr> </thead> <tbody> <tr> <td>All Contracts</td> <td><b>R25,000</b> in respect of loss or damage caused by fire and <b>damage to underground services</b> <b>R20 000</b> in respect of all other losses.</td> </tr> </tbody> </table> <p>(D) <b><u>SASRIA</u></b></p> <p>Rate: 0.0072%</p>		Description	Excess	All Contracts	<b>R25,000</b> in respect of loss or damage caused by fire and <b>damage to underground services</b> <b>R20 000</b> in respect of all other losses.
Description	Excess					
All Contracts	<b>R25,000</b> in respect of loss or damage caused by fire and <b>damage to underground services</b> <b>R20 000</b> in respect of all other losses.					
8.6.3	<p>The Employer will pay all premiums in connection with the insurance effected by the Employer</p> <p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall</p> <p>(a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;</p> <p>(b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay — a copy shall be sent to the Employer's Agent;</p> <p>(c) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.</p> <p>The Employer and Insurers shall have the right to make all and any enquiries, either on site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p>					
8.6.4	<p>Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement the loss or damage, but this provision shall not in any way affect the Contractors obligations, liabilities and responsibilities in terms of the Contract.</p>					
8.6.5	<p>Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.</p>					
8.6.6	<p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p> <p>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</p> <p>(b) Common Law Liability Insurance for the duration of the Contract Period and with a</p>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>minimum Limit of Indemnity of not less than R1 000 000 for any one accident</p> <p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things</p> <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million</p> <p>(e) 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</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p>
8.6.7	<p>The Contractor may affect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.</p>
8.6.8	<p>The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.</p>
8.6.9	<p>If the Contractor fails to effect and keep in force the insurances referred to, then the employer may affect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p>
8.6.10	<p>Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <p>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p>
8.6.11	<p>(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p> <p>The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
9.1.4	<p><b><u>Replace Clause 9.1.4 with the following:</u></b></p> <p>"Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <ul style="list-style-type: none"> <li>(h) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</li> <li>(i) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</li> </ul> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the due completion date."</p>
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
11	<p><b><u>Add the following additional clause:</u></b></p> <p><b>"11 Details to be confidential</b></p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.2B: CONTRACT DATA (PART 2)**

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

Clause	Contract Data
1.1.1.9	The name of the Contractor is: _____ _____
1.2.1.2	The Contractor's address for receipt of communications and notices is: Telephone: _____ Facsimile: _____ E-mail: _____ Address: _____ _____
5.12.1	The time for completing the works is ..... weeks.
6.8.3	Price Adjustment for variations in the cost of special materials is not provided for.

\_\_\_\_\_

Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

**MOHOKARE LOCAL MUNICIPALITY**

**ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN (MIS: 422896)**

**BID NUMBER: SCM/MOH/01/2023**

WHEREAS

.....

(herein after referred to as "the Employer") entered into, a Contract with

.....

(Herein after called "the Contractor") on the ..... day of .....20.....

For the construction of

.....

At

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

AND

WHEREAS

.....

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

NOW

THEREFORE

WE,

.....

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alternations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudices nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, r of any medication, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and

.....  
Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

to give time to or compound or make any other arrangement with the Contractor.

- 4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
- 5. Our total liability hereunder shall not exceed the Guaranteed Sum of  
.....(R  
.....)
- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

On this .....day of  
.....20.....

As witnesses:

1. .... Signature.....

..... Duly authorised to sign on behalf of

.....

Address.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.4: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT**

**SECTION 37(2) MANDATORY AGREEMENT:**

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

.....

(Hereinafter referred to as "the Employer")

AND

.....

(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1. Reporting**

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

**2. Warranty of compliance**

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

**3. Refer:**

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977.

**4. Mandatory as an employer**

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

**5. Appointments and training**

5.1 The Mandatory shall appoint competent persons as per the OHS Act 85 / 1993, Construction Regulations 8.1 and Construction Regulations 8.7 — referring the Construction Regulations 2014.as well as other workplace legislative appointments as per workplace activities in accordance with the OHS Act 85 / 1993

5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.

5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## 6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding noncompliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

## 7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## 8. Cooperation

8.1 Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.

8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

## 9. Work procedures

9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.

9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**10. Health and safety meetings**

10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.

10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

**11. Compensation registration**

11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.

11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

**12. Medical examinations**

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

**13. Incident reporting and investigation**

13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.

13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.

13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

**14. Statutory Obligations of the Mandatory & Contractor**

14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.

14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.

14.3 Without derogating from the generality of this paragraph:

14.4 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

14.5 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and I or injuries.

14.6 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention

14.7 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



14.8 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.

- Horseplay, scuffling, fighting, running or throwing of objects.
- The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
- Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
- The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
- The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
- The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
- Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
- Contractors must, in the interests of safety, enforce discipline

## 15. Security and access

15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.

15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

## 16. Fire precautions and facilities

16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

## 17. Hygiene and cleanliness

17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**18. No nuisance**

18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

**19. Intoxication not allowed**

19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

**20. Personal protective equipment**

20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

**21. Plant, machinery and equipment**

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

**22. No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**23. Transport / Vehicles**

23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

23.2 All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so.

23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times. In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

**24. Confined Spaces**

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Life line etc.

**25. Clarification**

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

**26. Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

**27. Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Thus done and signed at

On,

For, and on behalf of the Employer

For, and on behalf of the Mandatory

witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MOHOKARE LOCAL MUNICIPALITY

BID NUMBER: SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A  
SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN  
(MIS: 422896)

# THE CONTRACT: PART C2

PART 2 (OF 4): PRICING DATA

### CONTENTS

C2.1	Pricing Instructions
C2.2	Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C2.1: PRICING INSTRUCTIONS**

C2.1.1	<b>PREAMBLE TO THE BILL OF QUANTITIES</b>
C2.1.1.1	The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications"
C2.1.1.2	Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
C2.1.1.3	The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Bill of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
C2.1.1.4	Work reserved for Labour Intensive construction methods will be numbered with a prefix " LI " in the Bill of Quantities to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification.
C2.1.1.5	Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Bill of Quantities has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
C2.1.1.6	The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
C2.1.1.7	The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
C2.1.1.8	A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
C2.1.1.9	Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1.1.10	All prices or rates inserted in the Bill of Quantities shall be <b>EXCLUDING VAT</b> . Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT. Should a Tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.																																																																		
C2.1.1.11	<p>Arithmetical errors of responsive Tenders will be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.</li> <li>If a bill of quantities (or schedule of quantities or schedule of rates) applies 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tendered total of the prices.</li> <li>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 items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.</li> </ul>																																																																		
C2.1.1.12	<p>The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:</p> <table border="0"> <tr><td>mm</td><td>=</td><td>millimeter</td></tr> <tr><td>h</td><td>=</td><td>hour</td></tr> <tr><td>m</td><td>=</td><td>metre</td></tr> <tr><td>kg</td><td>=</td><td>kilogram</td></tr> <tr><td>km</td><td>=</td><td>kilometer</td></tr> <tr><td>t</td><td>=</td><td>ton (1 000 kg)</td></tr> <tr><td>m<sup>2</sup></td><td>=</td><td>square metre</td></tr> <tr><td>No.</td><td>=</td><td>number</td></tr> <tr><td>m<sup>2</sup> pass</td><td>=</td><td>square metre-pass</td></tr> <tr><td>sum</td><td>=</td><td>lump sum</td></tr> <tr><td>ha</td><td>=</td><td>hectare</td></tr> <tr><td>MN</td><td>=</td><td>MegaNewton</td></tr> <tr><td>m<sup>3</sup></td><td>=</td><td>cubic metre</td></tr> <tr><td>MN.m</td><td>=</td><td>MegaNewton metre</td></tr> <tr><td>m<sup>3</sup>.km</td><td>=</td><td>cubic metre-kilometre</td></tr> <tr><td>PC sum</td><td>=</td><td>Prime Cost sum</td></tr> <tr><td>l</td><td>=</td><td>litre</td></tr> <tr><td>Prov sum</td><td>=</td><td>Provisional sum</td></tr> <tr><td>kl</td><td>=</td><td>kilolite</td></tr> <tr><td>%</td><td>=</td><td>per cent</td></tr> <tr><td>MPa</td><td>=</td><td>MegaPascal</td></tr> <tr><td>Kw</td><td>=</td><td>kilowatt</td></tr> </table>	mm	=	millimeter	h	=	hour	m	=	metre	kg	=	kilogram	km	=	kilometer	t	=	ton (1 000 kg)	m <sup>2</sup>	=	square metre	No.	=	number	m <sup>2</sup> pass	=	square metre-pass	sum	=	lump sum	ha	=	hectare	MN	=	MegaNewton	m <sup>3</sup>	=	cubic metre	MN.m	=	MegaNewton metre	m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum	l	=	litre	Prov sum	=	Provisional sum	kl	=	kilolite	%	=	per cent	MPa	=	MegaPascal	Kw	=	kilowatt
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MPa	=	MegaPascal																																																																	
Kw	=	kilowatt																																																																	
C2.1.1.13	The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.																																																																		
C2.1.1.14	A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00)																																																																		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	having been entered against such items and covered by the other prices or rates in the Schedule.  Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
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**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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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C2.2: BILL OF QUANTITIES**

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[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENKHOTSO FOR 900 ERVEN (MIS: 422896)



SECTION: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1	SANS 1200 A 1200 AB	SECTION : PRELIMINARY AND GENERAL					
1.1	8.3	FIXED-CHARGE ITEMS					
	8.3.1	Contractual Requirements					
	8.3.2	Establish Facilities on the Site :					
	PSAB	a) Facilities for Engineer (SANS 1200 AB)					
1.1.2		Offices: 1 furnished room with a telephone, colour printer and 2 x name-boards, 2 x laptops, internet connection					
		Provision of safety equipment for the use by the Engineer.					
1.1.3		i) 4 x Sets of steel pointed safety shoes.					
1.1.4		ii) 4 x Sets of safety jackets and vests.					
1.1.5		iii) 4 x Sets of hard hats.					
1.1.6		Car Ports: 2 car ports					
	8.3.2	Establish Facilities on the Site :					
1.1.1	8.3.1	Contractual Requirements					
1.1.7		Telephone					00
1.1.8		b) Overheads, charges and profit on item 1.3.1					
	8.3.2.2	b) Facilities for Contractor					
1.1.9		Offices and storage sheds					
1.1.10		Living accommodation					
1.1.11		Ablution and latrine facilities					
1.1.12		Tools and equipment					
1.1.13		Water supplies, electric power and communications					
1.1.14	PSA 8.9	Compliance with OHS act and construction regulations of 2014.					
1.1.15	PSA 8.8.7	Dealing with water					
1.1.16	8.3.3	Other fixed-charge obligations					
1.1.17	PSA 8.8.7	Dealing with sewer water from old sewer network					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



SECTION: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
1.1.18	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1.0			
<b>1.2</b>	<b>8.4</b>	<b>TIME-RELATED ITEMS</b>					
1.2.1	PSA 8.4.1	Contractual Requirements	Sum	1.0			
	8.4.2	Operate and maintain facilities on the Site:					
		a) Facilities for Engineer for duration of construction (SANS 1200 AB)					
1.2.2		Offices: 1 room, etc., as for item 1.1.2	Sum	1.0			
1.2.3		Car Pots: 2 lean-to as for item 1.1.6	Sum	1.0			
	8.4.2	b) Facilities for Contractor for duration of construction, except where otherwise stated					
1.2.4		Offices and storage sheds	Sum	1.0			
1.2.5		Living accommodation	Sum	1.0			
1.2.6		Ablution and latrine facilities	Sum	1.0			
1.2.7		Tools and equipment	Sum	1.0			
1.2.8		Water supplies, electric power and communications	Sum	1.0			
1.2.9		Dealing with water	Sum	1.0			
1.1.10	8.4.3	Supervision	Sum	1.0			
1.1.11	8.4.4	Company and head office overhead costs	Sum	1.0			
1.1.12	8.4.5	Other time-related obligations	Sum	1.0			
1.1.13	PSA 8.9	Compliance with OHS act and construction regulations of 2014.	Sum	1.0			
1.1.14	PSA 8.13	Provision of Security Personnel at Site offices, pump stations, valve chambers, buildings works etc	Sum	1.0			
1.1.15	PSA 8.14	Temporary protection of works, excavations, trenches etc.	Sum	1.0			
<b>1.3</b>	<b>8.5 PSA 8.5</b>	<b>SUMS STATED PROVISIONALLY BY ENGINEER</b>					
1.3.1	PSA 8.5.1	a) Additional tests required by the Engineer	Prov. Sum	1.0	100,000.00	100,000	00
1.3.2		b) Overheads, charges and profit on item 1.3.1	%	100,000.0			
Total Carried Forward							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SECTION: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
1.3.3	PSA 8.15	c) Engineer's accommodation and transportation charges	Prov. Sum	1.0	300,000.00	300,000	00
1.3.4		d) Overheads, charges and profit on item 1.3.3	%	300,000.0			
1.3.5	PSA 8.16	e) Engineer's additional Monitoring and Quality Control Charges	Prov. Sum	1.0	210,000.00	210,000	00
1.3.6		f) Overheads, charges and profit on item 1.3.5	%	210,000.0			
	PSA 8.17	Accredited Training					
1.3.7		a) Engineering (technical) skills	Prov. Sum	1.0	80,000.00	80,000	00
1.3.8		b) Overheads, charges and profit on item 1.3.7	%	80,000.0			
<b>1.4</b>		<b>SUMS STATED PROVISIONALLY BY EMPLOYER</b>					
1.4.1		a) Training of candidate engineers and/or technologists as identified and designated by the Employer. Rate to include accommodation and transport.	Prov. Sum	1.0	300,000.00	300,000	00
1.4.2		b) Overheads, charges and profit on item 1.4.1	%	300,000.0			
1.4.3		c) Training of small contractors as nominated by the Employer.	Prov. Sum	1.0	300,000.00	300,000	00
1.4.4		d) Overheads, charges and profit on item 1.4.3	%	300,000.0			
1.4.5		e) Training of health and safety personnel as nominated by the Employer.	Prov. Sum	1.0	250,000.00	250,000	00
1.4.6		f) Overheads, charges and profit on item 1.4.5	%	250,000.0			
1.4.7		g) Health and Safety Agent	Prov. Sum	1.0	180,000.00	180,000	00
1.4.8		h) Overheads, charges and profit on item 1.4.7	%	180,000.0			
1.4.9		i) Remuneration for Community Liaison Officer	Prov. Sum	1.0	80,000.00	80,000	00
1.4.10		j) Overheads, charges and profit on item 1.4.9	%	80,000.0			
1.4.11		k) Monthly Environmental Audits to be conducted by an approved Professional Service Provider and to comply with Environmental Act, to be approved by the Engineer.	Prov. Sum	1.0	100,000.00	100,000	00
1.4.12		l) Overheads, charges and profit on item 1.4.11	%	100,000.0			
Total Carried Forward							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



SECTION: SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
<b>2</b>	<b>SANS 1200 C</b>	<b>SECTION : SITE CLEARANCE</b>					
2.1		CLEAR SITE					
2.1.1	PSC 8.1	Clear and grub Site, 1.5m wide strip	m	6,400.0			
		Remove and grub large trees and tree stumps of girth Over and up to					
2.1.2		1 m to 2 m	No.	12.0			
2.1.3		2 m to 3 m	No.	8.0			
2.1.4		3 m upwards in 1 m steps	No.	6.0			
2.1.5	8.2.7	Dismantle and remove pipelines (not encased in concrete), electricity transmission lines, cables, etc.	m	1,200.0			
2.1.6	8.2.7	Dismantle and remove pipelines encased in concrete	m	350.0			
2.1.7	PSC 8.2.14	Dismantle and remove concrete manholes	No.	70.0			
2.1.8	PSC 8.2.15	Dismantle and remove old sewer pipelines (not encased in concrete)	m	3,800.0			
2.1.9		Cleaning of existing sewer mains	Prov. Sum	1.0	200,000.00	200,000	00
2.1.10		Relocation of existing houses which are not constructed within the applicable erf boundary.	Prov. Sum	1.0	200,000.00	200,000	00
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



SECTION: PIPE TRENCHES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
<b>3</b>	<b>SANS 1200 DB</b>	<b>SECTION : PIPE TRENCHES</b>					
<b>3.1</b>	<b>PSDB</b>	<b>EXCAVATION FOR SEWER MAINS</b>					
3.1.1	8.3.2(a) PSD 3.1.2	Excavate for trenches. Backfill, compact, and dispose of surplus/unsuitable material, for pipes over 110mm and up to 200 mm diam. Rate to include shoring according to Health and Safety Specifications. For total trench depth: (For excavation details refer to drawing 6209 PCE 602)					
3.1.1.1		Exceeding 0,0 m but not exceeding 1,5 m	m	630.0			
3.1.1.2		Exceeding 1,5 m but not exceeding 2,0 m	m	2,240.0			
3.1.1.3		Exceeding 2,0 m but not exceeding 2,5 m	m	720.0			
3.1.1.4		Exceeding 2,5 m but not exceeding 3,0 m	m	410.0			
3.1.1.5		Exceeding 3,0 m but not exceeding 3,5 m	m	205.0			
3.1.1.6		Exceeding 3,5 m but not exceeding 4,0 m	m	100.0			
3.1.1.7		Exceeding 4,0 m but not exceeding 4,5 m	m	100.0			
3.1.1.8		Exceeding 4,5 m but not exceeding 5.0 m	m	75.0			
3.1.2		Excavate for trenches. Backfill, compact, and dispose of surplus/unsuitable material, for pipes over 200mm and up to 315 mm diam. Rate to include shoring according to Health and Safety Specifications. For total trench depth: (For excavation details refer to drawing 6209 PCE 602)					
3.1.2.1		Exceeding 0,0 m but not exceeding 1,5 m	m	35.0			
3.1.2.2		Exceeding 1,5 m but not exceeding 2,0 m	m	770.0			
3.1.2.3		Exceeding 2,0 m but not exceeding 2,5 m	m	900.0			
3.1.2.4		Exceeding 2,5 m but not exceeding 3,0 m	m	400.0			
3.1.2.5		Exceeding 3,0 m but not exceeding 3,5 m	m	45.0			
3.1.2.6		Exceeding 3,5 m but not exceeding 4.0 m	m	40.0			
		Extra-over items 3.3.1.1 to 3.3.2.5 incl. :	m				
3.1.3		Hard rock excavation	m <sup>3</sup>	5,300.0			
3.1.4		Hand Excavations	m <sup>3</sup>	300.0			
3.1.5		Excavate and dispose of unsuitable material from trench bottom, site to be specified by Client	m <sup>3</sup>	1,800.0			
Total Carried Forward							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCM/MOH/01/2023**

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



SECTION: PIPE TRENCHES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Excavation for Backfill: Make up deficiency in backfill material and recompact according to specification					
3.1.6		a) from commercial sources	m³	5,800.0			
<b>3.2</b>		<b>TEMPORARY WORKS</b>					
	8.3.4	Control and prevent rain water inflow to trench.					
3.2.1		Provide equipment	Sum	1.0			
3.2.2		Operate and maintain	Days	60.0			
	PSDB8.3.4	Control and prevent sewer water inflow to trench from old network.					
3.2.3		Provide equipment	Sum	1.0			
3.2.4		Operate and maintain	Days	160.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SCM/MOH/01/2023**

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



SECTION: BEDING (PIPES)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
<b>4</b>	<b>SANS 1200LB PSLB</b>	<b>SECTION : BEDDING</b>					
<b>4.1</b>	<b>1200 LB</b>	<b>PROVISION OF BEDDING FOR SEWER PIPES</b>					
		Available from trench excavations					
4.1.1	8.2.1	a) Selected granular material	m <sup>3</sup>	350.0			
4.1.2	8.2.1	b) Selected fill material	m <sup>3</sup>	350.0			
		Imported from					
		Imported from commercial sources					
4.1.3	PS8.2.2.3	a) Selected granular material	m <sup>3</sup>	2,600.0			
4.1.4	PS8.2.2.3	b) 19mm Crushed stone	m <sup>3</sup>	1,100.0			
1.1.5	PS8.2.6	c) Bidim Geotextile	m <sup>2</sup>	6,210.0			
4.1.6	8.2.6	Extra over for items 6.2.1 to 6.2.4 for bedding, cradle and blanket stabilized with 3% cement.	m <sup>3</sup>	280.0			
		Encasing of pipes in concrete					
4.1.7	8.2.4	a) 25 MPa/19 mm	m <sup>3</sup>	250.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCM/MOH/01/2023**

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



1200 LD

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
<b>5</b>	<b>SANS PSLD</b>	<b>SECTION : SEWERS</b>					
<b>5.1</b>	<b>1200 LD</b>	<b>PIPEWORK</b>					
	8.2.1	Supply, lay, joint, bed uPVC pipes on Class A bedding and test sewer pipes.					
5.1.1		110 mm diam., Class 34	m	180.0			
5.1.2		160 mm diam., Class 34	m	4,300.0			
5.1.3		200 mm diam., Class 34	m	650.0			
5.1.4		250 mm diam., Class 34	m	180.0			
5.1.5		315 mm diam., Class 34	m	1,300.0			
<b>5.2</b>	<b>8.2.3</b>	<b>PRECAST CONCRETE MANHOLES:</b> Supply and install 1 000mm diameter concrete manhole bases and concrete rings including the reinforced concrete cover slab (access opening closing with reinforced concrete slab whose frame equipped with steel ring cast into concrete cover slab), step irons cast into concrete rings at 300mm staggered intervals, the rate shall cover all necessary excavations in all types of materials, the backfill in 150mm thick layers compacted to 90% MOD AASHTO density, the compaction of ground before the placing of base commences to 90% MOD AASHTO density, the connection of the main sewer pipes to the manhole and the water tight sealing of the structure as per specifications in SABS 1 200 DB 8.3.2 and 8.3.3 as well as SABS 1 200 LD 5.6 for the following depths (depths are to be confirmed from the relevant longitudinal section drawings supplied in the construction drawings for this contract, any changes					
5.2.1		0 m to 1.5 m	No.	18.0			
5.2.2		1.5 m to 2.0 m	No.	36.0			
5.2.3		2.0 m to 2.5 m	No.	20.0			
5.2.4		2.5 m to 3.0 m	No.	8.0			
5.2.5		3.0 m to 3.5 m	No.	5.0			
5.2.6		3.5 m to 4.0 m	No.	4.0			
5.2.7		4.0 m to 4.5 m	No.	2.0			
5.2.8		4.5 m to 5.0 m	No.	2.0			
Total Carried Forward						0	00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGHOTSO FOR 900 ERVEN (MIS: 422896)



1200 LD

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	8.2.4	Extra-over item 7.3 for construction of drop-inlet including extra excavation, formwork, joints, etc., for depths over and up to					
5.2.9		0,0 m to 1,0 m	No.	3.0			
5.2.10		1,0 m to 2,0 m	No.	3.0			
5.2.11		2,0 m to 3,0 m	No.	3.0			
5.2.12		3,0 m to 4,0 m	No.	3.0			
5.3	8.2.6	<b>ERF CONNECTIONS:</b> Direct as per Dwg. 6209 PCE 600 (Single Erf Connections) and 6209 PCE 601 (Double Erf Connections) with 110mm diameter pipes. The rate shall cover the costs incurred by the clearing of stand connection pipe line (110mm diameter) routes of trees, rubble and any other obstacles, all necessary excavations in all types of material are to be to the required depths and widths (strictly as indicated on the relevant construction plans, sections and details) backfill to be in 150mm thick layers compacted to 90% MOD AASHTO density, bedding and covering to 300mm above the 110mm diameter pipe to be with compaction to 90% MOD AASHTO density, the disposal of surplus and or unsuitable material (with the replacement thereof from other excavations on site or from designated borrow pits if requested by the Engineer) the rehabilitation of the construction areas to their original conditions, the supply and laying of the 110mm x 110mm Y-Junctions, 110mm diameter bends and necessary 110mm pipes. Including end-caps and pipe markers.					
5.3.1		Type 1 house connection (DWG: 6209 PCE 600): Length of 110mm connection varies between 2 m and 5 m to a depth of 0.6 m to 1.5 m, including a single house connection.	No.	250.0			
5.3.2		Type 2 house connection (DWG: 6209 PCE 600): Length of 110mm connection varies between 10 m and 18 m to a depth of 0.6 m to 1.5 m, including a single house connection.	No.	250.0			
5.3.3		Type 3 house connection (DWG: 6209 PCE 601): Length of connection varies between 20 m and 35 m to a depth of 0.6 m to 1.5 m, including 2 x 110 mm 45°-angles.	No.	20.0			
Total Carried Forward To Summary							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract  
Part C2: Contract

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C2.2  
Bill of Quantities

## SUMMARY OF SECTIONS



SCM/MOH/01/2023

ZASTRON/MATLAKENG: THE CONSTRUCTION OF A SEWER NETWORK IN REFENGGHOTSO FOR 900 ERVEN (MIS: 422896)

Section	Description	Amount (Rand)
1	1200 A - SECTION : PRELIMINARY AND GENERAL	R.....
2	1200 C - SECTION : SITE CLEARANCE	R.....
3	1200 DB - SECTION : PIPE TRENCHES	R.....
4	1200 LB - SECTION : BEDDING	R.....
5	1200 LD - SECTION : SEWERS	R.....
<b>SUBTOTAL A</b>		<b>R.....</b>
Add 10% Contingencies		R.....
<b>SUBTOTAL B</b>		<b>R.....</b>
Add 15% VAT		R.....
<b>TOTAL CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE</b>		<b>R.....</b>